



AMENDED AGENDA

Queen Creek Town Council Regular Session

Community Chambers, 20727 E Civic Parkway

February 7, 2024 | 6:30 PM

(Doors open at 5:30 PM)

Pursuant to A.R.S. §§ 38-431.02 and 38-431.03, notice is hereby given to the members of the Town Council and the general public that, at this Regular Meeting, the Town Council may vote at any time during the Council Meeting to go into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) for legal advice on any item listed on the following agenda, pursuant to A.R.S. § 38-431.03(A)(3).

The public can continue to watch the meeting live streamed at [QueenCreek.org/WatchMeetings](https://www.queen-creek.org/WatchMeetings) by selecting "video" next to the applicable meeting (once the meeting begins) or by visiting the Town's Ustream account at <https://video.ibm.com/councilmeeting>.

In addition to attending in-person, residents may submit public comment for this Town Council meeting by submitting their comments via email to PublicComment@QueenCreekAZ.gov. Every email, if received by the deadline of 5:00 p.m., the day of the meeting will be entered into the official record. Please include your name, address, comment and note if your comment is for call to the public. Comments without identifying name and address will not become part of the written record.

The Mayor or other presiding officer at the meeting may change the order of Agenda Items and/or take items on the Agenda in an order they determine is appropriate. Some members of the Town Council and staff may attend electronically.

1. **Call to Order:**
2. **Roll Call:** *(Members of the Town Council may attend electronically and/or telephonically)*
3. **Pledge of Allegiance:**
4. **Invocation/Moment of Silence:**
5. **Remarks from Mayor Julia Wheatley and QCPD Police Chief Randy Brice regarding the ongoing October 28 homicide investigation.**
6. **Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
 - A. Proclamation: Teen Dating Violence Awareness and Prevention Month
 - B. Proclamation: School Resource Officer Appreciation Day
 - C. Proclamation: Brock Purdy Recognition
 - D. Proclamation: Black History Month
 - E. Proclamation: Blue Star Mother's Day
 - F. Proclamation: International Mother Language Day
 - G. Proclamation: American Heart Association Go Red for Women Month

7. Committee Reports:

- A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.
- B. Committee and outside agency reports (only as scheduled):
 - 1. Economic Development Commission (January 24, 2024)

8. Public Comments: *Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting.*

9. Consent Agenda: *Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Members of the Town Council and/or staff may comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.*

- A. Consideration and possible approval of the January 17, 2024 Regular Session minutes.
- B. Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 23/24 Budget Items)
 - 1. Foster Electric – Pump Maintenance and Repairs: \$40,000 (Community Services-Grounds)
 - 2. ClearComm Consulting LLC – Public Communications, Presentations and Messaging Services: \$30,000 (Town Manger)
 - 3. Dana Kepner – Meters, Meter Fittings and Service for Water: Additional contract spending authority of \$650,000. Council approved \$1,746,407 on June 7, 2023 for a new total contract amount of \$2,396,407 (Utilities)
 - 4. Engineering Wireless Services (EWS) – Wireless Consulting Services: \$55,600 (Information Technology)
 - 5. Aardvark – Ballistic Personal Protective Equipment: \$196,421 (Fire & Medical)
- C. Discussion and possible approval of 60-day Notice of Intention setting the time (6:30 P.M.) and the date (April 17, 2024) for the public hearing to amend the existing water meter installation fees.
- D. Consideration and possible approval of Amendment #1 to the contract with WSP USA Environment & Infrastructure Inc. for Sossaman Road Railroad Crossing at Germann Road (CIP Project No. A0904) increasing the contract amount by \$23,100 for a total amended contract not to exceed the amount of \$1,511,290 and a budget adjustment from CIP Contingency totaling \$23,100.

- E. Consideration and possible approval of Resolution 1559-24 approving the Downtown Queen Creek Art & Placemaking Plan.
- F. Consideration and possible approval of Resolution No. 1561-24 designating the Primary Election and General Election Dates and purposes of the elections; designating the deadlines for voter registration; and designating the place and last date for candidates to file nomination papers.
- G. Consideration and possible approval of Resolution No. 1562-24 authorizing the Mayor, Town Manager, Town Clerk and Town Attorney to enter into Intergovernmental Agreements with Maricopa County and Pinal County for 2024 election and voter registration services.
- H. Consideration and possible position of support for the strike everything amendment to Senate Bill 1183 Brass Knuckles; Prohibited Weapons with an amendment limiting the prohibition to minors.

10. Public Hearing Consent Agenda: *Matters listed under the Public Hearing Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

- A. Consideration and possible recommendation of approval on a Series 009 Liquor Store Liquor License application submitted by Jeffrey Craig Miller on behalf of Fry's Fuel Center #656 located at 22101 E Queen Creek Road, Queen Creek.
- B. Consideration and possible recommendation of approval on a Series 010 Beer & Wine Store Liquor License application submitted by Jeffrey Craig Miller on behalf of Fry's Fuel Center #656 located at 22263 E Queen Creek Road, Queen Creek.

11. Public Hearings: *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

A. None.

12. Items for Discussion: *These items are for Town Council discussion only and no action will be taken. In general, no public comment will be taken.*

- A. Presentation on the status of the State Route 24 Extension approved FY 2024-2025 State Budget Appropriation.

13. Final Action: *If you wish to speak to the Town Council on any of the items listed under Final Action, please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

- A. Consideration and possible approval of an Intergovernmental Agreement between Pinal County and the Town of Queen Creek for funding a portion of the design and construction of a realigned Germann Road between Ironwood Road and Kenworthy Road in the amount of \$9,800,000, and a budget adjustment from CIP Contingency totaling \$9,800,000 to be funded by Pinal County.
- B. Presentation of the 5-Year Operating Budget Revenue Forecast and approval of FY 2023-24 revenue budget amendments totaling \$11,936,009.

14. Adjournment:

I, Joy Maglione, do hereby certify that I caused to be posted this 6th day of January, the Agenda for the February 7, 2024 Regular and Possible Executive Session of the Queen Creek Town Council at Town Hall and on the Town's website at www.QueenCreekAZ.gov.

Joy Maglione, CMC
Deputy Town Clerk

The Town of Queen Creek encourages the participation of disabled individuals in the services, activities, and programs provided by the Town. Individuals with disabilities requiring reasonable accommodations in order to participate should contact the Town Clerk's Office at (480) 358-3000.



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: MARIA GONZALEZ MMC, TOWN CLERK
RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE JANUARY 17, 2024 REGULAR SESSION MINUTES.
DATE: February 7, 2024

Suggested Action:

To approve the draft minutes as presented.

Alternatives:

Council can request revisions to be made to the draft minutes and approve with revisions or continue to a future meeting.

Attachment(s):

1. [Minutes DRAFT 01-17-24.pdf](#)



Minutes
Town Council Regular Session
Community Chambers, 20727 E. Civic Parkway
Wednesday, January 17, 2024
6:30 PM

1) Call to Order:

The meeting was called to order at 6:30 p.m.

2) Roll Call:

PRESENT:

Julia Wheatley, Mayor
Jeff Brown, Vice Mayor
Robin Benning, Council Member
Leah Martineau, Council Member
Bryan McClure, Council Member
Dawn Oliphant, Council Member
Travis Padilla, Council Member

3) Pledge of Allegiance:

Led by Mayor Wheatley.

4) Invocation/Moment of Silence:

Pastor J.C. Baysinger from Hope Community Church provided the invocation. Mayor Wheatley called a moment of silence in honor of Preston Lord and any youth impacted by violence.

5) Remarks from Mayor Julia Wheatley and QCPD Chief Randy Brice regarding the Oct. 28 homicide investigation.

Mayor Wheatley acknowledged the heartache felt from the passing of Preston Lord and teen violence happening in the region. She said the murder of Preston continues to be heavy on our minds and heavy on our hearts. Mayor Wheatley reflected on the impact of this action and said this will not be tolerated in our community. She said there isn't a day that has gone by since Oct. 28 that Preston's name hasn't come up - she said she has met with concerned parents and non-profits on how we can come together to navigate the unique challenges facing our youth.

Mayor Wheatley said while we continue to work towards justice through an arrest

and conviction, we also must evaluate how we can make positive changes as a result of this tragedy. She said at the Dec. 20 Town Council meeting, we discussed creating a Mayor's Youth Advisory Committee - we are working to expedite this effort to hear firsthand from our youth how we can help them and how we can partner with them. Mayor Wheatley said we have more youth than adults in this community and we must help them navigate and we have a responsibility to keep them safe. Other steps include discussing youth violence at the For Our Town meeting, an initiative started last year to bring the community together. Mayor Wheatley said these are just the first steps in continuing this conversation about how adults and leaders can help foster a safe and loving community for our youth and this must happen simultaneously as Preston's case moves forward.


Police Chief Randy Brice provided an update on the Preston Lord case and said this is our top priority. He said QCPD submitted charges to the Maricopa County Attorney's Office (MCAO) against seven individuals related to the homicide investigation from Oct. 28. Chief Brice said we continue to communicate with the MCAO as they review the case and the submitted charges against the individuals. A link to the MCAO press conference that occurred on January 10 is available on the Queen Creek Police Department website at www.QueenCreekAZ.gov/QCPDUpdate.

Chief Brice said while the MCAO reviews the submittal, the investigation is not over and QCPD continues to perform a thorough investigation. The scope of this case necessitates an extensive review and the department is focused on justice for Preston Lord. He explained the complex process taken by QCPD and the County Attorney to assure a conviction. He said there are details that cannot be shared that will compromise the investigation that is ongoing. He said there will be accountability and arrests and details will be provided when they can.

Chief Brice adamantly condemned acts of violence and outlined the safety measures in place such as extra patrols in areas where teens gather, utilizing school resource officer presence in all district high schools and building community connection. He concluded by saying arrests are coming and he applauded the community support that continues to occur on behalf of Preston.

Mayor Wheatley invited everyone to attend the next For Our Town Meeting on Jan. 23 at 8:30 a.m. at the Queen Creek Library.

6) Public Comments:

Dawn Snow (Email) 


The following spoke in regards to teen violence, law enforcement, accountability, community involvement and in support of Preston Lord. Dory Harrington, Cassandra Erwin, Eric Hebert, Risa Anderson, Joelle Murray, Pat Shaeffer, Brad Moore, and Ann Doucette. Mayor Wheatley thanked everyone in attendance for their support for Preston Lord and for their commitment to change.

7) Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):

7.A) Proclamation: Speak Up, Stand Up, Save a Life

Mayor Wheatley read the proclamation and recognized January as Speak Up, Stand Up, Save a Life Month. She spoke about Queen Creek Police Department and their focus on community policing and the opportunity for young people, local communities, government entities and law enforcement to work together in a positive way.

7.B) Recognition of Eagle Scout Luke Ochoa

Eagle Scout Project 

Luke Ochoa presented his Eagle Scout project to build and place Little Free Libraries in the Municipal Services building and the Parks and Recreation Annex. Council commended Luke on his achievement and took photos at the dias.

7.C) Recognition of Firefighter Robert Keay for receiving the award of Paramedic of the Year representing Queen Creek Fire and Medical for 2023

Fire Chief Vance Gray recognized Firefighter Robert Keay for receiving the Paramedic of the Year Award for 2023. Chief Gray provided a brief background of the award from Banner Ironwood Medical Center and presented Rob with the award and thanked him for his service.

7.D) Proclamation: Art of the Cowgirl Week

Council Member Benning read the proclamation for Art of the Cowgirl Week. He said this week provides an opportunity for individuals to come together at Horseshoe Park and Equestrian Centre to appreciate and support the arts, culture and skills associated with the cowgirl way of life.

Mayor Wheatley recognized Jamie Stolfus and Mesa Pate, and also Kennedy Riggs, who won Miss Rodea America 2023, who were all in attendance to receive the proclamation for Art of the Cowgirl Week.

7.E) Proclamation: School Choice Week

Council Member Padilla read the proclamation for School Choice Week (January 21-27, 2024) and thanked the many high-quality teaching professionals in all types of school settings committed to educating our children. He said Queen Creek has many school choice options and he spoke about the benefits of school choice.


7.F) Proclamation: Anti-Human Trafficking Awareness Month

Council Member Martineau read the proclamation for Anti-Human Trafficking Awareness Month. She said that the Town of Queen Creek joins community members including law enforcement, federal and state coalitions, and the Not In Our City.Org movement in its commitment to increase public awareness of the human trafficking. She said January 11 was Wear Blue Day in support of this movement.

Mayor and Council presented the proclamation to Jason Turner from Not in Our City who was in attendance at the meeting.

8) Committee Reports:

8.A) Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Committee Reports 


8.B) Committee and outside agency reports (only as scheduled): None.

9) Consent Agenda:

9.A) Consideration and possible approval of the December 20, 2023 Regular Session minutes.

Department: Town Clerk's Office

Staff Report 

Minutes 12-20-2023 DRAFT.pdf 

9.B) Consideration and possible approval of Council Committee assignments for 2024.


Department: Town Clerk's Office

Staff Report 

9.C) Consideration and possible approval of the Annual Report on Dedicated Sales Tax Revenues.

Department: Finance


Staff Report 

FY 2020-21 through FY 2022-23 Dedicated Sales Tax Report 

9.D) Consideration and possible approval of a Permanent Extension of Premises/Patio Permit Liquor Application submitted by Timothy Michael Shaughnessy on behalf of Nando's Mexican Cafe, 20734 E Victoria Lane, Queen Creek.

Department: Town Clerk's Office


Staff Report 

[Permanent Extension of Premises/Patio Permit.pdf](#) 

- 9.E) Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 23/24 Budget Items)

Department: Finance


[Staff Report](#) 

[Expenditures over \\$25,000](#) 

- 9.F) Consideration and possible approval of FY 2023-24 budget amendments totaling \$1,459,884 in expenditure reallocations from contingency to accommodate advance orders of materials and equipment due to long-lead order times and construction scheduling, and to allow the Town Manager to sign all necessary contracts and agreements

Department: Community Services

[Staff Report](#) 

[Attachment 1 - Recreation & Aquatic Facility and Frontier Family Park long-lead list](#) 


- 9.G) Consideration and possible approval to authorize and direct the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to right-of-way and drainage easements acquisition for the Power Road: Riggs Road to Chandler Heights Road Improvement Project (CIP Project No. A1405) in an amount not to exceed \$904,000 and a budget adjustment from CIP Contingency totaling \$904,000.

Department: Capital Improvement Projects

[Staff Report](#) 

[A1405 Project Site Location Exhibit.pdf](#) 

[A1405 ROW Drainage Easements Strip Map.pdf](#) 

[A1405 Land Aquisition Estimated Costs.pdf](#) 

- 9.H) Consideration and possible approval of the Arizona Mutual Aid Compact (AZMAC).

Department: Fire & Medical


[Staff Report](#) 

[2024 Arizona Mutual Aid Compact](#) 

- 9.I) Consideration and possible approval of a Cooperative Purchase Agreement with Cross the Line Transportation, LLC using the City of Scottsdale contract #155RFP23 for the first year of removal and disposal of organic livestock waste material services at HPEC in an amount not to exceed \$30,000. (FY24 Budgeted Item)

Department: Economic Development

Staff Report 

Cooperative Purchase Agreement 

Council Member Martineau pulled Item 9(I) for a comment and separate vote.

- 9.J) Consideration and possible approval of a Cooperative Purchase Agreement with Plan B Facility Services using the City of Scottsdale contract #1908IFB24 for the first year of Temporary Contract Labor at HPEC in an amount not to exceed \$90,000. (FY24 Budgeted Item)

Department: Economic Development

Staff Report 

Cooperative Purchase Agreement 

Council Member Martineau pulled Item 9(J) for a comment and separate vote.

- 9.K) Consideration and possible approval of a Cooperative Purchase Agreement with EMS Management and Consultants (EMS MC) for Third-Party Emergency Medical Billing services through the City of Tempe Contract #T17-085-01 in an amount not to exceed \$65,000 and a budget adjustment in the amount of \$65,000.

Department: Fire & Medical

Staff Report 


Cooperative Purchase Agreement with EMS Management Consultants 


- 9.L) Consideration and possible approval of the On-Call Project Orders 03, 04, 05, 06 and 07 with Sunrise Engineering Contract 2023-006 in an amount not to exceed \$294,678 for engineering services for the well equipping for Homeplace North Well WA291, Homeplace South Well WA292, Homeplace East Well WA290, Coyote Well WA014 and Stagecoach Well WA025 (and necessary budget adjustment).


Department: Utilities


Staff Report 


Project Order #3 - Homeplace South 

[Project Order #4 - Coyote Ware Farms Well #1](#) 

[Project Order #5 - Homeplace East](#) 

[Project Order #6 - Homeplace North](#) 


[Project Order #7 - Stagecoach Ware Farms Well #2](#) 

[Exhibit](#) 

- 9.M) Consideration and approval of Ordinance 830-24 of the Common Council of the Town of Queen Creek, Arizona, to annex a portion of the Chandler Heights Road right-of-way from Recker Road to six hundred (600) feet west of Power Road extending (north side – annexed from Maricopa County) and increasing the corporate limits of the Town of Queen Creek, Maricopa County, State of Arizona, pursuant to the provisions of A.R.S. § 9-471(o) by annexing certain territory contiguous to the existing Town limits.

Department: Capital Improvement Projects

[Staff Report](#) 

[Annexation Ordinance 830-24 Location Exhibit.pdf](#) 


[Annexation Ordinance 830-24 Chandler Heights North Side.pdf](#) 

[IGA for Chandler Heights Rd Improvements.pdf](#) 


- 9.N) Consideration and approval of Ordinance 831-24 of the Common Council of the Town of Queen Creek, Arizona, to annex a portion of the Chandler Heights Road right-of-way from Recker Road to six hundred (600) feet west of Power Road extending (south side – deannexed from the Town of Gilbert) and increasing the corporate limits of the Town of Queen Creek, Maricopa County, State of Arizona, pursuant to A.R.S. § 9-471.02 by annexing certain territory contiguous to the existing Town limits.

Department: Capital Improvement Projects

[Staff Report](#) 

[Annexation Ordinance 831-24 Location Exhibit.pdf](#) 

[Annexation Ordinance 831-24 Chandler Heights Road South Side.pdf](#) 

[IGA Chandler Heights Rd Improvements.pdf](#) 

Council Member Martineau commented on Item 9(F) and said although she does not generally support parks, she recognized the cost savings on this item and will be in support.

Council Member Martineau commented on Items 9(I) and 9(J) and said although she is

not in support of these items, she acknowledged and appreciated that these items do find a way to save money.

MOTION: To approve the Consent Agenda, less Items 8(I) & 8(J)
RESULT: Approved unanimously (7-0)
MOVER: Jeff Brown, Vice Mayor
SECONDER: Robin Benning, Council Member
AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member


MOTION: To approve Consent Agenda Items 8(I) & 8(J)
RESULT: Approved (5-2)
MOVER: Robin Benning, Council Member
SECONDER: Bryan McClure, Council Member
AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member
NAYS: Leah Martineau, Council Member, Travis Padilla, Council Member

10) Public Hearing Consent Agenda:


10.A) Public hearing and possible action on Cases P23-0024 and P23-0028 AT&T Monopalm at U-haul Conditional Use Permit, and Site Plan, a request for Site Plan and Conditional Use Permit approval for the construction of a new 80-foot tall monopalm cell tower within a 1200sq.ft. walled equipment compound.

Department: Development Services

Staff Report 

Aerial.pdf 

General Plan.pdf 

Zoning.pdf 



Site Plan.pdf 

Photo Simulations.pdf 


Staff Presentation AT&T Monopalm at Uhaul.pptx 

10.B) Public hearing and possible adoption of Resolution No. 1558-24 to amend the existing residential solid waste cart fee (for both the initial cost of carts for newly constructed homes charged at the time of the request for a single-family

permit and replacement carts). The proposed fee is \$100 per cart, an increase from \$75 per cart.

Department: Finance

Staff Report 

Resolution No. 1558-24 Related to Solid Waste Cart Fee 

Solid Waste Cart Fee Presentation 

Mayor Wheatley opened the public hearing. There were no comments from the public or from Council and the public hearing was closed.

MOTION: To approve the Public Hearing Consent Agenda

RESULT: Approved unanimously (7-0)

MOVER: Jeff Brown, Vice Mayor

SECONDER: Robin Benning, Council Member

AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

11) Public Hearings:

11.A) Public Hearing and possible action on Ordinance 828-24 Circle K at Ellsworth and Ocotillo Rezone (P23-0079), Conditional Use Permit (P23-0078) and Site Plan (P23-0080), a request from Jodi Hammill (Land Development Consultants LLC) to rezone approximately 0.64 acres from R1-43 to C-2 and for Site Plan and Conditional Use Permit approval for the expansion and redevelopment of an existing fuel station and convenience store for a new 5,200 square foot convenience store and 3,264 square foot fuel station on a 1.21 acre site located at the northeast corner of Ellsworth and Ocotillo roads.


Department: Development Services

Staff Report 

1. Aerial.pdf 

2. General Plan Exhibit.pdf 


3. Current Zoning.pdf 

4. Proposed Zoning Exhibit.pdf 


5. Project Narrative.pdf 


6. Site Plan and Site Details.pdf 

7. Landscape Plan.pdf 

8. Elevations.pdf 

9. Neighborhood Meeting Summary.pdf 

Presentation Circle K at Ellsworth and Ocotillo.pptx 

Ordinance 828-24.pdf 

Senior Planner Sarah Clark presented the rezone, Conditional Use Permit and Site Plan for a new Circle K located at the northeast corner of Ellsworth and Ocotillo Roads. She said the applicant is proposing to demolish the existing Circle K building and rezone two adjacent parcels to allow for expansion of a new 5200 sf convenience store with 5 fuel pumps. Ms. Clark noted that the existing non-conforming pole signage will be removed and replaced with new signage that conforms to Town standards. She outlined the access points, elevations and landscape buffers. Buffer standards for landscaping will be updated and will be in conformance with Town standards and surrounding areas.

Ms. Clark said a neighborhood meeting was held and two residents were in attendance and asked general questions and expressed no opposition to the case. No additional comments have been received to date.

Council inquired about storm water retention on the site and asked about the number of fuel pumps. Jodi Hamill, Project Coordinator at Land Development Consultants, LLC said they intend to have underground storm water storage and she said there are 5 fuel pumps totaling 10 fueling positions.

Mayor Wheatley opened the public hearing. There were no comments and the public hearing was closed.

Attorney Holcomb noted a technical change to Ordinance 828-24 as it did not have the adoption language included. He asked the Council to authorize him to make the correction during the motion.

MOTION: To approve Ordinance 828-24 Circle K at Ellsworth and Ocotillo Rezone (P23-0079), Conditional Use Permit (P23-0078) and Site Plan (P23-0080) subject to the Conditions of Approval included in this report; including a technical correction to be made by the Town Attorney and staff.

RESULT: Approved unanimously (7-0)

MOVER: Bryan McClure, Council Member


SECONDER: Leah Martineau, Council Member


AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member


- 11.B) Public Hearing and possible action on Resolution 1560-24 the Buffer and Transition Manual Minor General Plan Amendment (P23-0188) and associated Zoning Ordinance and Design Standards Text Amendments (Ordinance 829-24 Case P23-0189).


Department: Development Services


Staff Report 


Buffer and Transition Manual Final Draft.pdf 


REDLINED PAGES General Plan Update 2023.pdf 

Proposed Design Standards Text Amendments.pdf 

Proposed Zoning Ordinance Text Amendments.pdf 

Ordinance 829-24.pdf 

Resolution 1560-24.pdf 

Buffer Manual 01.17.24 TC.pptx 

Senior Planner Sarah Clark presented the General Plan Buffer and Transitions Manual for potential consideration tonight. She provided background information on the General Plan and the General Plan Land use Requirement Table. She said the objective of the new manual is a supplement to the General Plan to provide an overview of the strategies that may be used as a guide to new development.

Ms. Clark provided detailed information and examples on the nine buffer types and buffer strategies. She explained the process and the benefits the new manual will provide to staff and the development community. She said it will also be a good resource for residents to better understand buffering. She highlighted that the items in the manual are not requirements and said that they are more of menu of options and a summary of strategies that could be used to meet the general plan transition requirement. Ms. Clark explained how it will be implemented and said all buffers are subject to approval through the rezoning process on a case-by-case basis.

Council commented that they like the flexibility that the manual provides and the options available to the development community. They thanked staff for their work on this project.

Mayor Wheatley opened the public hearing. There were no comments and the public hearing was closed.

MOTION: To approve Resolution 1560-24 the Buffer and Transition Manual Minor General Plan Amendment (P23-0188) and associated Zoning Ordinance and Design Standards Text Amendments (Ordinance 829-24 Case P23-0189).

RESULT: Approved unanimously (7-0)

MOVER: Robin Benning, Council Member

SECONDER: Dawn Oliphant, Council Member

AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

12) Items for Discussion:

12.A) Discussion of Water Conservation Program 5-year Plans.

Department: Utilities

Staff Report 

Water Conservation 5 Year Plan Presentation 


Utilities Director Mark Skocypiec introduced new team members, Water Resources Manager Nicole Sonnenburg and Water Conservation Program Manager Deina Burns.

Ms. Burns presented information on the Water Conservation 5-Year Plan. She highlighted the Town's current practices and conservation efforts and said that it is a Town effort among many departments. She said there are many tools available that are being utilized by other municipalities, but we are taking the opportunity to evaluate the Town's specific needs to adapt and grow the program to meet our needs. Ms. Burns said the initial focus will be on outdoor water use and she outlined the overall plan goals over the next five years. She said they will continue to evaluate results and expand on the most productive programs, establish new programs and provide resources, education and assistance to the residents.

Council recognized the importance of water conservation and thanked the team for their efforts.

12.B) Update on the Town's Volunteer Program

Department: Community Services

Town's Volunteer Program 

Volunteer Coordinator Kim Nishihara outlined the goals and objective of the town program. She said we had 1,410 volunteers in 2023 amounting in 91,000 hours served which equates to a taxpayer benefit of over \$2M and she explained the return on investment for the program.

Ms. Nishihara highlighted the positive feedback received from volunteers and the benefits that volunteerism has for staff, residents and the community. She concluded with some of the 2023 highlights in regards to the different programs, volunteer groups, projects and activities.

Council applauded the success of the program and recognized the value to the community. They thanked Ms. Nishihara for her efforts and said they have received a lot of positive feedback.

13) Final Action:

13.A) Discussion and possible approval of the appointment of Council Member Leah Martineau to serve as Vice Mayor for a term ending January 2025.

Department: Town Clerk's Office

Staff Report 

Roles & Responsibilities of Office.pdf 

Mayor Wheatley thanked Vice-Mayor Jeff Brown for serving for the last two years. She thanked him for his support to the community and for his leadership, dedication and also for the help he provided to her in her first year as Mayor.

Mayor Wheatley briefly outlined the roles of office and recommended Council Member Leah Martineau to serve as Vice-Mayor.

Council Member Brown said it was an honor to serve as Vice Mayor and was thankful for the support of Council during trying times when Mayor Barney passed. He thanked Mayor Wheatley for her kind words and he said he supports Council Member Martineau in her new role and will help in any way needed.

Vice-Mayor Martineau thanked Council for their support and said it will be an honor to serve in this capacity.

MOTION: To approve Council Member Leah Martineau to serve as Vice Mayor for a term ending January 2025.
RESULT: Approved unanimously (7-0)
MOVER: Julia Wheatley, Mayor
SECONDER: Jeff Brown, Vice Mayor
AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

14) Adjournment:

The Council reconvened into Executive Session at 8:51 p.m. The Regular Session reconvened and adjourned at 9:55 p.m.

TOWN OF QUEEN CREEK

Julia Wheatley, Mayor

ATTEST:

Maria E. Gonzalez, Town Clerk

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Town Council Regular Session Minutes of the January 17, 2024 Town Council Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Passed and approved on: _____



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: MELISSA BAUER, PROCUREMENT MANAGER
RE: CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES \$25,000 AND OVER, PURSUANT TO TOWN PURCHASING POLICY. (FY 23/24 BUDGET ITEMS)
DATE: February 7, 2024

Suggested Action:

To approve the Expenditures \$25,000 and over, pursuant to Town Purchasing Policy.

Discussion:

The following items being requested are:

1. Foster Electric - Pump Maintenance and Repairs: \$40,000 (Community Services-Grounds)
2. ClearComm Consulting LLC - Public Communications, Presentations and Messaging Services: \$30,000 (Town Manager)
3. Dana Kepner - Meters, Meter Fittings and Service for Water: Additional contract spending authority of \$650,000. Council approved \$1,746,407 on June 7, 2023 for a new total contract amount of \$2,396,407 (Utilities)
4. Engineering Wireless Services (EWS) - Wireless Consulting Services: \$55,600 (Information Technology)
5. Aardvark - Ballistic Personal Protective Equipment: \$196,421 (Fire & Medical)
6. DITO - Google Mail Platform Licensing: \$65,000 (Information Technology)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditure is \$1,037,021. Funds have been identified within the line item budget as approved in the FY23/24 budget or subsequently approved by Council.

Attachment(s):

1. [Expenditures over \\$25,000.pdf](#)

**Attachment: Expenditures \$25,000 and Over
Budgeted in Fiscal Year 23/24
February 7, 2024**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Foster Electric	Pump maintenance and repairs	Contract spending authority for pump repairs and maintenance.(FY24 budgeted item)	Community Services-Grounds	\$40,000	City of Tempe Contract #WUD22-005-02	Council could choose not to approve this expenditure, resulting in the continued accumulation of excess water with no drainage. This can potentially lead to flooding and other water-related issues, which can cause damage to the surrounding area and pose a risk to public safety.
3	ClearComm Consulting, LLC	Public Communication, Presentations and Messaging Services	Contract spending authority for Public Communication, Presentations and Messaging Services (FY24 Budgeted Item)	Town Manager	\$30,000	2023-055	Council could choose not to approve this expenditure, however this would limit the assistance the Mayor, Council and Town staff receive in the areas of public communication, presentations and messaging.
4	Dana Kepner	Meters, Meter Fittings and Service for Water	Additional contract spending authority of \$650,000. Council approved \$1,746,407 on June 7, 2023 for a new total contract amount of \$2,396,407 for the purchase of meters, meter fittings, MXU's, meter testing services, and meter accessories for the installation, repair, and maintenance of the Town's residential and commercial meters.	Utilities	\$650,000	Town Contract 2019-098	There is no alternative to this item due to Dana Kepner being the sole source supplier of Sensus meters and meter reading equipment in the Western region of the United States. The equipment the Town procures from Dana Kepner is compatible with existing meter reading infrastructure and is exclusively used in the Town of Queen Creek's water system. The Utility Services Department procures meters, meter fittings, MXU's, meter testing services and meter accessories for the installation, repair and maintenance of the Town's residential and commercial water meters. Wear on water meters is an expected normal operating condition that can lead to a loss of revenue, inefficient operation conditions, and an increase in lost and unaccounted water reporting to the Arizona Department of Water Resources (ADWR), if left unaddressed. The Town of Queen Creek Water Division maintains a testing and repair program to minimize such occurrences. The Town of Queen Creek Water Division has explored possible cooperative purchasing arrangements with other Cities; however, at this time no other viable procurement alternatives exist.

5	Engineering Wireless Services (EWS)	Wireless Consulting Service	Contract spending authority to provide consulting services for wireless coverage enhancements across the Town of Queen Creek (FY24 Budgeted Item)	Information Technology	\$55,600	Town Contract 2022-047	Council could choose not to approve this request at this time and direct staff to issue another formal request. This would result in continuing to struggle with finding qualified, contracted vendors from which to obtain this specific type of service. With the relatively small size of many Information Technology projects, vendors will often pass on the opportunity to provide services thereby often making it difficult to meet project goals, objectives, and deadlines.
6	Aardvark	Ballistic Personal Protective Equipment	Contract spending authority for the purchase of ballistic personal protective equipment carried by our fire and emergency transportation personnel. This PPE for our fire fighters has reached the end of its service life as prescribed by the manufacturer. As such it is due for replacement. This request also includes a set of this gear for our newly hired Emergency Transportation Services personnel that wasn't previously purchased. (FY24 Budgeted Item)	Fire & Medical	\$196,421	GSA Contract #GS-07F-141DA	Council could choose not to approve this purchase, however it would decrease our service level and reduce our ability to respond to an active shooter or hostile event in the town.
7	DITO	Google Mail Platform Licensing	Additional contract spending authority of \$65,000. Council approved \$205K on June 7, 2023 for a new total contract amount of \$270K for the annual licensing support fees to maintain email platform, archiving and storage. (FY24 Budgeted Item)	Information Technology	\$65,000	EXEMPT	Council could choose not to approve the renewal support fees. The alternative would be to implement a new email platform such as MS Exchange.



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

RE: DISCUSSION AND POSSIBLE APPROVAL OF 60-DAY NOTICE OF INTENTION SETTING THE TIME (6:30 P.M.) AND THE DATE (APRIL 17, 2024) FOR THE PUBLIC HEARING TO AMEND THE EXISTING WATER METER INSTALLATION FEES.

DATE: February 7, 2024

Suggested Action:

Move to approve the 60-day Notice of Intention setting the time (6:30 p.m.) and date (April 17, 2024) for the public hearing to amend the existing water meter installation fees.

Relevant Council Goal(s):

Effective Government: KRA Financial Stability

Discussion:

Please see attached Staff Report.

Fiscal Impact:

Please see attached Staff Report.

Alternatives:

Water Utilities services are accounted for in an Enterprise Fund. The intent of the Enterprise Fund is to recover all expenses through rates and fees. As such, if these cost increases related to the water meters are not recovered from the water meter fee created to do so, the difference will come from the monthly rates. Using the example above of 1,500 new carts related to new water meter installations, this means a shortfall of \$98,015 would come from rates.

Attachment(s):

1. [Staff Report Utility Water Meter Fee Increase](#)
2. [Notice of Intention to Increase the Water Meter Installation Fee](#)
3. [New Water Meter Cost Analysis](#)

Requesting Departments:

Finance



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

RE: DISCUSSION AND POSSIBLE APPROVAL OF 60-DAY NOTICE OF INTENTION SETTING THE TIME (6:30 P.M.) AND THE DATE (APRIL 17, 2024) FOR THE PUBLIC HEARING TO AMEND THE EXISTING WATER METER INSTALLATION FEES.

DATE: February 7, 2024

Relevant Council Goal(s):



Effective Government: KRA Financial Stability

Proposed Motion:

Move to approve the 60-day Notice of Intention setting the time (6:30 p.m.) and date (April 17, 2024) for the public hearing to amend the existing water meter installation fees.

Discussion:

Town staff has been working on the Utility Rate Study with the consultant and evaluating current fees in the Water Operating Fund. Water services are accounted for in an Enterprise Fund. Enterprise Funds operate similarly to a private business, where the costs of providing the services to the customer are recovered through user charges and fees. In accordance with the Town's Financial Policies, Enterprise fees shall be set to fully recover their respective operating costs. Town Code Section 16-5-13 Schedule of Rates specifies the Town Council, by resolution, may adopt, set or amend the fees, rates, payments, penalties and charges related to Article 16-5, which resolution shall be on file with the Town Clerk.

The fee for the initial cost of water meters was approved on May 21, 2008 through Resolution 735-08 which established the water meter fees for FY 2008-09 through 2010-11. The water meter installation fees have not been adjusted since FY 2010-11. Meter revenue is primarily based on the number of single-family permits issued in a year. In FY

2022-23, the Town collected approximately \$800K in water meter revenue, which includes the charges for the meter, MXU (meter transceiver unit), and parts.

The Town has utilized Dana Kepner Co, Inc. since the inception of water services in 2008. The contract with Dana Kepner Co, Inc. (Town Contract 2019-098) includes water meters, components, parts, and other service purchases. The cost per water meter through Dana Kepner is dependent on a contracted rate.

Through the comprehensive review of water fees as part of the utility rate study, staff has identified that the fee the Town is charging no longer covers the cost of the water meter purchases and other associated fees to deliver and install meters at the service address. As such, Town staff recommends increasing the fee for new water meters to achieve full cost recovery. The water meter measures the volume of water used by residential and commercial customers and has several components which include the MXU and parts. The MXU is a radio signal device which broadcasts the hourly meter readings to Sensus meter data systems. The parts associated with the water meter include reducers and adapters for the transition to the valve thread size. The full cost recovery for the water meter, as shown on the table below, includes the meter, MXU, associated parts, delivery and installation of the meter, and administrative costs.

Meter Type	Water Meter Price	MXU Price	Parts & Installation	Admin Fee	Total Proposed Fee
3/4"	\$202.64	\$156.70	\$90.94	\$49.72	\$500
1"	\$312.14	\$156.70	\$69.74	\$61.42	\$600
1 1/2"	\$1,172.24	\$156.70	\$98.45	\$172.61	\$1,600
2"	\$1,390.46	\$156.70	\$98.63	\$154.21	\$1,800
3"	\$1,732.74	\$156.70	\$184.90	\$225.66	\$2,300
4"	\$3,373.27	\$156.70	\$290.90	\$379.13	\$4,200
6"	\$6,073.01	\$156.70	\$292.66	\$677.63	\$7,200

In order to increase the fees for new water meter purchase and installation, the Town must follow a two-step process as required by ARS § 9-511.01. Step one, provide a written public notice for 60 days regarding the intent to increase the fee and include data that supports the proposed fee. If approved, a copy of the notice will be published in the newspaper not less than twenty days before the public hearing date as required.

Step two, after the 60-day notice period, hold a public hearing to increase the fee. In this case, the date for the public hearing is scheduled for April 17, 2024 (step 2 of 2). The new fee can then be applied 30 days after adoption of the resolution, which would be May 17, 2024.

This process and calendar are shown in the schedule below.

Date	Activity
February 7th	Town Council Discussion and Possible Approval of 60-Day Notice of Intention to Amend the Existing Fee for Water Meter Installation

February 8th – April 7th	60-Day Notice Period
April 17th	Town Council Public Hearing and Possible Adoption of a Resolution Amending the Water Meter Installation Fee
May 17th	New Fees for Water Meter Purchase and Installation Becomes Effective (if Approved)

Fiscal Impact:

The annual revenue increase will depend upon the number of water meters purchased, mainly as a result of new, single-family homes constructed. Assuming that number is 1,500 in a fiscal year, with an expectation that 88% of those new meters will be ¾” meters, the annual revenue increase would be \$98,015 as shown in the schedule below.

Fee Increases per Meter

Meter Type	Number of Meters Purchased	Proposed Fee Increase Per Meter	New Revenue
¾”	1325	\$ 37.00	\$ 49,025
1”	120	\$ 46.00	\$ 5,520
1 1/2”	25	\$ 742.00	\$ 18,550
2”	25	\$ 717.00	\$ 17,925
3”	2	\$ 817.00	\$ 1,634
4”	3	\$ 1,787.00	\$ 5,361
6”	0	\$ 1,577.00	
Total	1,500		\$ 98,015

Alternatives:

Water Utilities services are accounted for in an Enterprise Fund. The intent of the Enterprise Fund is to recover all expenses through rates and fees. As such, if these cost increases related to the water meters are not recovered from the water meter fee created to do so, the difference will come from the monthly rates. Using the example above of 1,500 new carts related to new water meter installations, this means a shortfall of \$98,015 would come from rates.

Attachments:

1. Notice of Intention to Increase the Water Meter Installation Fee
2. New Water Meter Cost Analysis

TOWN OF QUEEN CREEK

Notice of Intention

A public hearing has been set for April 17, 2024 at 6:30 p.m. in the Community Chambers building, 20727 E. Civic Parkway, Queen Creek, Arizona. The purpose of this hearing is to receive public comment on a recommended fee increase for new water meter installation fees. Information relating to the proposed fee change is available in the Town Clerk's office at 22358 S. Ellsworth Road, Queen Creek, Arizona and on the Town's website QueenCreekAZ.gov.



Utilities New Water Meter Cost Analysis

Pursuant to ARS § 9-511.01, the following provides a cost analysis for the proposed fee increase for the purchase and installation of water meters.

Through the comprehensive review of utility fees, Town staff has identified that the fee the Town is charging no longer covers the cost of new water meters and other associated fees. To achieve full cost recovery, the schedule of new water meter fees is shown below.

Meter Description	Current Fees	Proposed Fee	Increase
3/4" Meter	\$ 463.00	\$ 500.00	\$ 37.00
1" Meter	\$ 554.00	\$ 600.00	\$ 46.00
1 1/2" Meter	\$ 858.00	\$ 1,600.00	\$ 742.00
2" Meter	\$ 1,083.00	\$ 1,800.00	\$ 717.00
3" Meter	\$ 1,483.00	\$ 2,300.00	\$ 817.00
4" Meter	\$ 2,413.00	\$ 4,200.00	\$ 1,787.00
6" Meter	\$ 5,623.00	\$ 7,200.00	\$ 1,577.00

The water meter measures the volume of water used by residential and commercial customers and has several components which include the MXU and parts. The MXU is a radio signal device which broadcasts the hourly meter readings to Sensus meter data systems. The parts associated with the water meter include reducers and adapters for the transition to the valve thread size. The schedule below shows the fee components that total each proposed fee for the water meter.

Meter Type	Water Meter Price	MXU Price	Parts & Installation	Admin Fee	Total Proposed Fee
3/4"	\$202.64	\$156.70	\$90.94	\$49.72	\$500
1"	\$312.14	\$156.70	\$69.74	\$61.42	\$600
1 1/2"	\$1,172.24	\$156.70	\$98.45	\$172.61	\$1,600
2"	\$1,390.46	\$156.70	\$98.63	\$154.21	\$1,800
3"	\$1,732.74	\$156.70	\$184.90	\$225.66	\$2,300
4"	\$3,373.27	\$156.70	\$290.90	\$379.13	\$4,200
6"	\$6,073.01	\$156.70	\$292.66	\$677.63	\$7,200

The annual revenue increase will depend on the number of meters purchased, mainly as a result of new, single-family homes constructed. Assuming that number is 1,500 in a fiscal year, with an

expectation that 88% of those new meters will be ¾" meters, the annual revenue increase would be \$98,015 as shown in the schedule below.

Fee Increases per Meter

Meter Type	Number of Meters Purchased	Proposed Fee Increase Per Meter	New Revenue
3/4"	1325	\$ 37.00	\$ 49,025
1"	120	\$ 46.00	\$ 5,520
1 1/2"	25	\$ 742.00	\$ 18,550
2"	25	\$ 717.00	\$ 17,925
3"	2	\$ 817.00	\$ 1,634
4"	3	\$ 1,787.00	\$ 5,361
6"	0	\$ 1,577.00	
Total	1,500		\$ 98,015

The Queen Creek Town Council will consider the fees for new water meters at the Town Council meeting on Wednesday, April 17, 2024 at 6:30 p.m. The meeting will be held in the Community Chambers, 20727 E. Civic Parkway, Queen Creek, Arizona. Information relating to the proposed fee change is available in the Town Clerk's office at 22358 S. Ellsworth Road, Queen Creek, Arizona and on the Town's website QueenCreekAZ.gov.



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: DAVE LIPINSKI, PE, CIP DEPARTMENT DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT #1 TO THE CONTRACT WITH WSP USA ENVIRONMENT & INFRASTRUCTURE INC. FOR SOSSAMAN ROAD RAILROAD CROSSING AT GERMANN ROAD (CIP PROJECT NO. A0904) INCREASING THE CONTRACT AMOUNT BY \$23,100 FOR A TOTAL AMENDED CONTRACT NOT TO EXCEED THE AMOUNT OF \$1,511,290 AND A BUDGET ADJUSTMENT FROM CIP CONTINGENCY TOTALING \$23,100.

DATE: February 7, 2024

Suggested Action:

Move to approve Amendment #1 to the contract with WSP USA Environment & Infrastructure Inc. for Sossaman Road Railroad Crossing at Germann Road (CIP Project No. A0904) increasing the contract amount by \$23,100 for a total amended contract not to exceed the amount of \$1,511,290 and a budget adjustment from CIP Contingency totaling \$23,100.

Relevant Council Goal(s):

Superior Infrastructure – Capital Improvement Program

Discussion:

During the September 7, 2022 Council Meeting, Council approved design contract 2022-128 with Wood Environment & Infrastructure Solutions, Inc. for the design of Sossaman Road Railroad Crossing at Germann Road (CIP Project No. A0904), with a not to exceed amount of \$1,488,189.24.

On September 21, 2022 Wood Environment & Infrastructure Solutions, Inc. was acquired by WSP USA Environment & Infrastructure Inc. and is now doing business as WSP USA Environment & Infrastructure Inc.

During initial design development the Utilities Department determined a waterline enhancement was desired to be included in the project scope. A new 12" waterline will be installed along Germann Road between Rittenhouse Road and Sossaman Road to provide for improved service capabilities in the system. Traditionally the development in the area would be required to cover the cost of a waterline. However, a developer has not yet been identified for this area. Town staff consider that having the design of the waterline completed with that of the road will better prepare the Town for future construction. This additional scope will increase the contract amount by \$23,100 for a not to exceed amount of \$1,511,290. When the construction phase is reached staff will determine if potential developers may be able to cover the cost of the waterline.

Fiscal Impact:

The Sossaman Road Railroad Crossing at Germann Road (CIP Project No. A0904) was included in the FY 2023/24 CIP five-year plan. However, all prior year unencumbered and unspent budget amounts

for CIP projects categorized as non-priority were swept and not carried forward to the FY 2023/24 budget. This action is requesting a budget adjustment of \$23,100 from the FY 2023/24 CIP Contingency to replenish the projects' required budget amount to cover the cost of the waterline design. The funding source will be the utilities operating budget.

The funding source for the design of the road portion is Maricopa County, the Town of Queen Creek, and the City of Mesa. Queen Creek is the lead agency on the project. The Town's estimated share of the design cost is approximately \$500,000, based on an intergovernmental agreement approved by Council on November 17, 2021. Queen Creek's share of the project will be included in the upcoming impact fee update that will determine if the funding may be related to growth to be paid through Impact Fees and Construction Sales Tax, and non-growth to be paid from the Operating Budget.

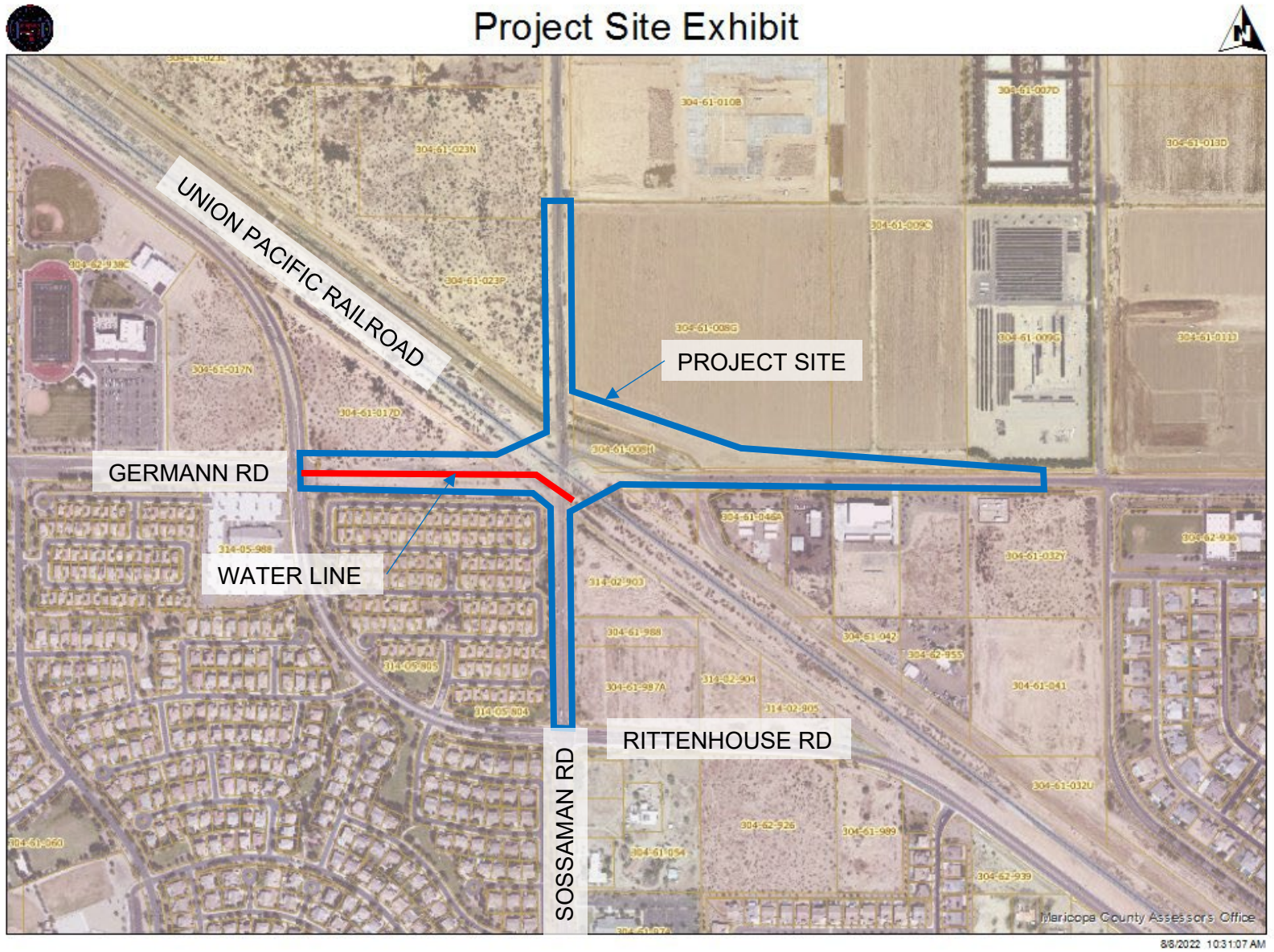
Alternatives:

- The Town Council may decide not to approve the amendment with WSP USA Environment & Infrastructure Inc. The impact of this decision would be to eliminate a redundancy connection and limit the Town's ability to respond to water emergencies in the area.

Attachment(s):

1. [Project Site Exhibit.pdf](#)
2. [Amendment #01.pdf](#)

A0904 Sossaman Road & Germann Road Intersection Improvements



PROJECT TASK ORDER FORM
TOWN OF QUEEN CREEK,
an Arizona municipal corporation (“TOWN”)

PROFESSIONAL PROJECT TASK ORDER
Design Services for Sossaman and Germann Intersection

Project Task Order No. 01 Amendment 1
Contract No. 2022-128
Project No. A0904

THIS PROJECT ORDER 1 AMENDMENT 1 is made and entered into on the _____ day of January 2024 by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation, hereinafter called (“TOWN”) and the “CONSULTANT” designated below. This Project Task Order 1 Amendment 1 is entered in to pursuant to and incorporates herein the terms and provisions of the CONSULTANT Contract No. 2022-128, dated September 7, 2022 between TOWN and CONSULTANT (“Contract”). Upon full execution of this Project Task Order 1 Amendment 1, the Project Task Order 1 Amendment 1, together with the Project Task Order Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein (“Services”).

TOWN and CONSULTANT agree as follows:

TOWN:

Town of Queen Creek
Project Manager: Mandley Rust
Telephone: 480-358-3437
E-mail: Mandley.rust@queencreekaz.gov

CONSULTANT:

Phoenix, AZ 85034

WSP Environmental and Infrastructure Inc.
4600 E. Washington, Suite 600

Arizona Registration No. 278767
Design Professional Representative: Richard Yano, PE
Telephone: (602) 733-6000
E-mail: dick.yano@wsp.com

PROJECT DESCRIPTION: This Project Task Order #01 Amendment 1 is to provide additional Water Line Design Services that were not included and/or anticipated in the original scope of work, as described in attachment A.1 dated November 13, 2023.

PROJECT SITE ADDRESS/LOCATION: The Project for this Project Task Order # 01 is located at the intersection of Sossaman and Germann Roads.

PROJECT TASK ORDER PRICE AMENDMENT 1 (Not to Exceed): \$23,100.00 plus \$1,488,189.24
(original cost) for a total price of: **\$1,511,289.24**

SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE/DURATION: Attached Exhibit A.1 date November 13, 2023

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY) (Article 11): N/A

PROJECT SPECIFIC CONDITIONS (IF ANY): N/A

IN WITNESS, WHEREOF, the parties hereto have executed this Project Order through their duly authorized representatives and bind their respective entities as of the effective date.

“TOWN”

Signature _____
Name Bruce Gardner
Title Town Manager

ATTEST:

Signature _____
Name Maria Gonzalez
Title Town Clerk

“DESIGN PROFESSIONAL”

Signature _____
Name _____
Title _____

PROJECT TASK ORDER # 01 AMENDMENT # 1

EXHIBIT A.1- SCOPE OF WORK AND PROJECT SCHEDULE



WSP USA Environment & Infrastructure Inc.
4600 East Washington Street, Suite 600
Phoenix, Arizona 85034
T: (602) 733-6000
F: (602) 733-6100
www.wsp.com

November 13, 2023
WSP Project No.: 3720225006

Mr. Mandley Rust, PE, PMP
Senior CIP Project Manager
Town of Queen Creek
19715 S. 220th Street, Bldg B
Queen Creek, AZ 85142

**RE: Sossaman Road & Germann Road Intersection (A0904)
Water Design Proposal**

Dear Mandley,

WSP USA Environment & Infrastructure Inc. (WSP) herein presents our scope of work and estimated cost for water line design as requested by the Town of Queen Creek (Town).

Please review and should you have any questions concerning the scope of work and costs, we would welcome the opportunity to review and clarify our proposal.

Respectfully submitted,

WSP USA Environment & Infrastructure Inc.

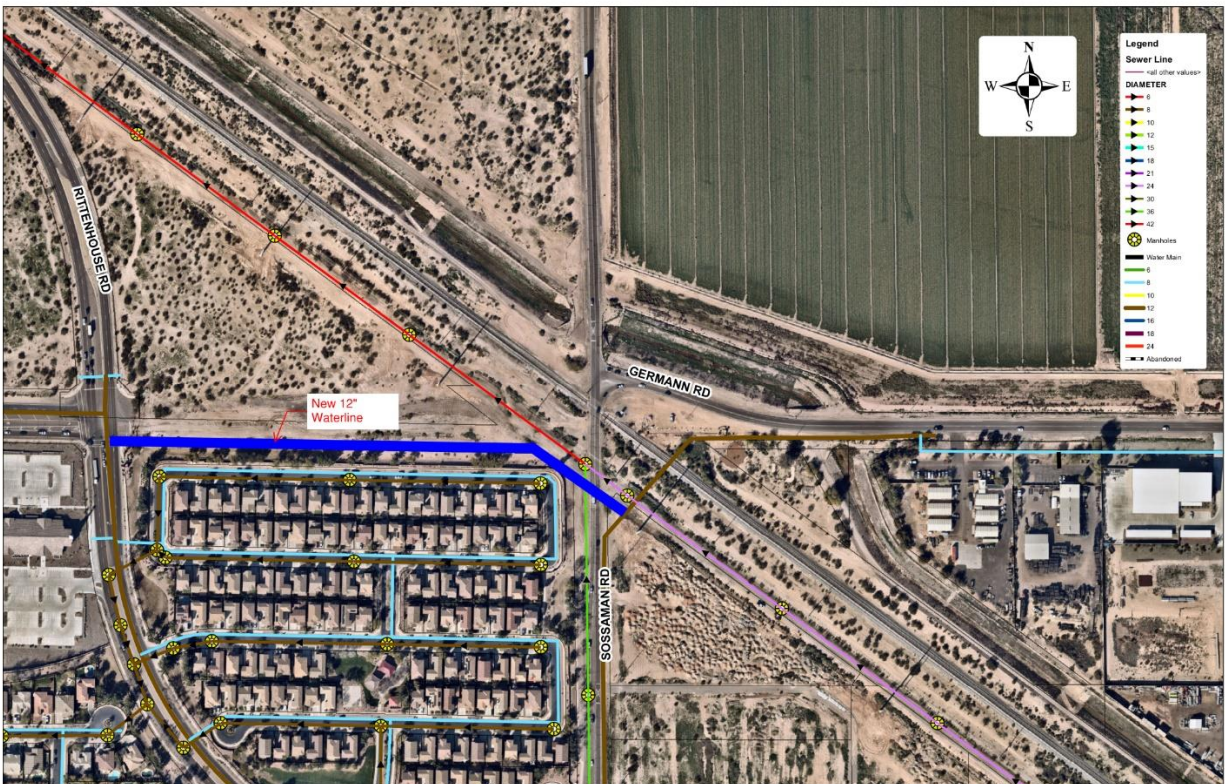
Richard D. Yano, PE
Vice President - Transportation

Introduction/Project Description

WSP (CONSULTANT) will provide design services to the Town of Queen Creek (Town) for the addition of water lines as of part of the Sossaman Road and Germann Road Intersection (Project). The project will include new water line along Germann Road from existing line in Rittenhouse Road to existing line in Sossaman Road (approx. 1300').

The limits and the proposed water line is shown in Figure 1.

Figure 1: New Water Line Locations



Scope of Services

This section provides a summary of the CONSULTANT's scope of services and assumptions in developing the fee proposal.

1. Plans, Specifications & Cost Estimates

The CONSULTANT will prepare the construction drawings, technical specifications, and cost estimates for the contract documents. The Plans, Specifications and Cost Estimates will be prepared in accordance with the current TOWN Standards.

The water line plans will be submitted to the TOWN and affected utility companies at 60% submittal that will be reviewed by the TOWN and utility companies for any comments. Upon completion of TOWN review of the 60% plans, a meeting will be held between the TOWN and the CONSULTANT to discuss any revisions or additional work indicated prior to commencing preparation of pre-final bid documents. The meeting will coincide with a regular progress meeting.

The 90% documents will be prepared incorporating TOWN comments made during review of the 60% submittal. The CONSULTANT will assemble contract documents including plans and technical specifications and estimates. Technical specifications will be prepared for all construction elements not adequately described by the referenced standard specifications. Upon completion of TOWN review of the 90% plans, a meeting will be held between the TOWN and the CONSULTANT to discuss any revisions or additional work prior to commencing preparation of final bid documents. The meeting will coincide with a regular progress meeting.

The 100% plans will be prepared incorporating TOWN comments made during review of the 90% submittal. The CONSULTANT will assemble complete contract documents including plans and technical specifications.

An electronic copy of the CAD files, specifications (MS Word), bid schedule (MS Excel), and cost estimate (MS Excel) will be provided to the TOWN.

For all submittals, the CONSULTANT will provide one (1) pdf file of the plans, specifications, report/memo, and cost estimate. The following matrix includes the number of sheets for level of effort assumptions, and the type of sheets anticipated: P = Preliminary, F = Final, S = Sealed

Sheet	60% PS&E	90% PS&E	100% PS&E
General Notes & Details (3 sheets)	P	F	S
Water line plan and profile sheets (1" = 20', 3 sheets)	P	F	S
Specifications	P	F	S
Opinion of Probable Costs	P	F	S

1.1. Water Line Design

CONSULTANT will prepare water line plan and profile sheets per TOWN, and MAG Standards. Pipe sizing will be provided by the Town and no water system modeling is included.

1.2. Specifications & Cost Estimates

CONSULTANT will prepare draft specifications for 60% and 90% submittals and final specifications for 100% submittal. Cost estimates will be prepared for 60%, 90%, and 100% submittals.

1.3. General Notes & Details


CONSULTANT will prepare general notes and details sheets per TOWN and MAG standards for 60%, 90%, and 100% submittals.

Deliverables:

- 60% Plans, Specifications and Estimate
- 90% Plans, Specifications and Estimate
- 100% Plans, Specifications and Estimate

Fee Estimate:

See Attached

FEE ESTIMATE								
Project Name:	Sossaman Road & Germann Road Intersection							
Client:	Town of Queen Creek							
Date:	11/13/2023							
Prepared by:	Dick Yano							
Task No.	Task Description	Task Hours Estimated	Senior Project Manager	Sr. Project Engineer	Engineer	Designer	Admin/Clerical	
			\$ 220.00	\$ 165.00	\$ 137.50	\$ 96.25	\$ 82.50	TASK TOTAL
LABOR (DIRECT COST):								
1.0	Plans, Specifications & Cost Estimates							
1.1	Water Line Design (3 sheets)	120	4	16	40	60		14,795.00
1.2	Specifications & Cost Estimates (60%, 90%, 100%)	50	2	12		24	12	5,720.00
1.3	General Notes & Details (3 sheets)	21	1	4	4	12		2,585.00
LABOR TOTAL		191	7	32	44	96	12	23,100.00
TOTAL COST								23,100.00

PROJECT TASK ORDER # 01

EXHIBIT B

PROJECT SPECIFIC CONDITIONS (IF ANY)

N/A



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: JENNIFER LINDLEY, DOWNTOWN DEVELOPMENT MANAGER

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1559-24
 APPROVING THE DOWNTOWN QUEEN CREEK ART & PLACEMAKING PLAN.**

DATE: February 7, 2024

Suggested Action:

Approve Resolution 1559-24 approving the Downtown Queen Creek Art & Placemaking Plan.

Discussion:

In March 2020, the Town Council established a Downtown Queen Creek Art & Placemaking Sub Advisory Committee. The purpose of the committee is to encourage arts in the Downtown Core and help strategically shape the physical and social character of the area. The committee supports the image and identity objective within the quality lifestyle priority identified in the Town's Corporate Strategic Plan, and the 2017 Town Center Plan Update also includes several strategies and recommendations for the integration of art, placemaking, and special amenities throughout the Downtown Core. The Sub Advisory Committee reports to the Economic Development Commission.

On September 22, 2022, the Town issued a Request for Proposals (RFP) 23-009 for a Downtown Art & Placemaking Master Plan. The evaluation committee recommended moving forward with the firm Designing Local. Designing Local was founded in 2014, and was born from the belief that design, art, culture, historic preservation, and other important unique attributes of communities are often overlooked in the planning process. Designing Local recognizes that prosperity and economic development come from strategically planning and investing in a community's culture and unique assets. They seek to help communities grow their pride, realize their ability to influence the future, and create a prosperous community for all.

The vision of the Downtown Queen Creek Art & Placemaking Plan is to establish an approach and set priorities for the integration of art and placemaking in Downtown Queen Creek and help transform the area into an interactive, unique, and vibrant community center. Throughout the process and development of the plan, Designing Local, with support from the Sub Advisory Committee, gathered input and information by conducting a series of community stakeholder meetings, focus groups, a community survey as well as interviews with key staff. A series of guiding principles emerged to help achieve the vision:

- Tell the story – past, present, & future of Queen Creek.
- Help build a walkable, bikeable, accessible downtown.
- Integrate public and private art into new developments.
- Contribute to the agritainment identity.
- Connect to and display our natural environment.
- Create temporary and permanent opportunities.

Following the guiding principles, the key recommendations and steps outlined in the Downtown Art

& Placemaking Plan include:

1. Encourage and facilitate art in Downtown Queen Creek.
 - Formalize the definition of public art.
 - Formalize the role of the Downtown Arts & Placemaking Advisory Sub Advisory Committee.
2. Develop policies and procedures for art in Downtown Queen Creek.
3. Evaluate potential funding sources for art.
4. Evaluate operational needs for executing and managing a formal art program.

Throughout the plan there are ideas to inspire, examples of engagement of public art and media, and sample projects for possible implementation. The Plan also includes a high-level action plan that should help guide the Town's implementation of the objectives.

While the plan contains many steps and suggestions, staff is not proposing that the Town fully implement every recommendation contained in the plan right away. Rather, specific initiatives and projects will be brought to the Town Council for consideration as the Town develops and grows the public art program.

Fiscal Impact:

The proposed plan does not require the commitment of any financial resources from the Town but does offers several suggestions for implementing a public arts program. If there are funding needs beyond sponsorships, private dollars and/or donations, funding allocations will follow the Town's standard annual budgeting and approval process.

Attachment(s):

1. [Queen Creek Art & Placemaking Plan Draft 010524.pdf](#)
2. [Resolution 1559-24 DT QC Art and Placemaking Plan.pdf](#)



DOWNTOWN QUEEN CREEK

ART AND PLACEMAKING PLAN

WINTER 2024

Acknowledgments

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Mayor

Jeff Brown
Vice Mayor

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Council Member

Leah Martineau
Council Member

Bryan McClure
Council Member

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Downtown Art & Placemaking Subcommittee

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Consultant Team:

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Planner

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Historic Preservationist

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CHAPTER 1:

EXECUTIVE SUMMARY

This chapter contains an overview of the process by which this plan was developed alongside the overarching mission and guiding principles of the program. The chapter concludes with the Community Character Framework which gives a window into the soul of Queen Creek.

A large, stylized white number '7' is positioned in the bottom right corner of the page. The number is bold and has a slight shadow effect, making it stand out against the orange background.

The Future of Downtown Queen Creek

Why An Art & Placemaking Plan?

The Downtown Queen Creek Art and Placemaking Plan aims to give the Town of Queen Creek the tools to transform the built environment of the Downtown area using public art and placemaking.

Our Vision

Our vision is for public art and placemaking to transform Downtown Queen Creek into an interactive, unique, and vibrant community center.

Our Strategies to Accomplish that Vision

Through the planning process a series of strategies have emerged to help achieve the vision of a vibrant, creative Downtown Queen Creek:

- Tell the story - past, present, & future of Queen Creek.
- Help to build a walkable, bikeable, accessible downtown.
- Integrate art into new developments.
- Contribute to our agritainment identity.
- Connect to and display our natural environment.
- Create temporary and permanent opportunities.

1.1 The Story of Queen Creek

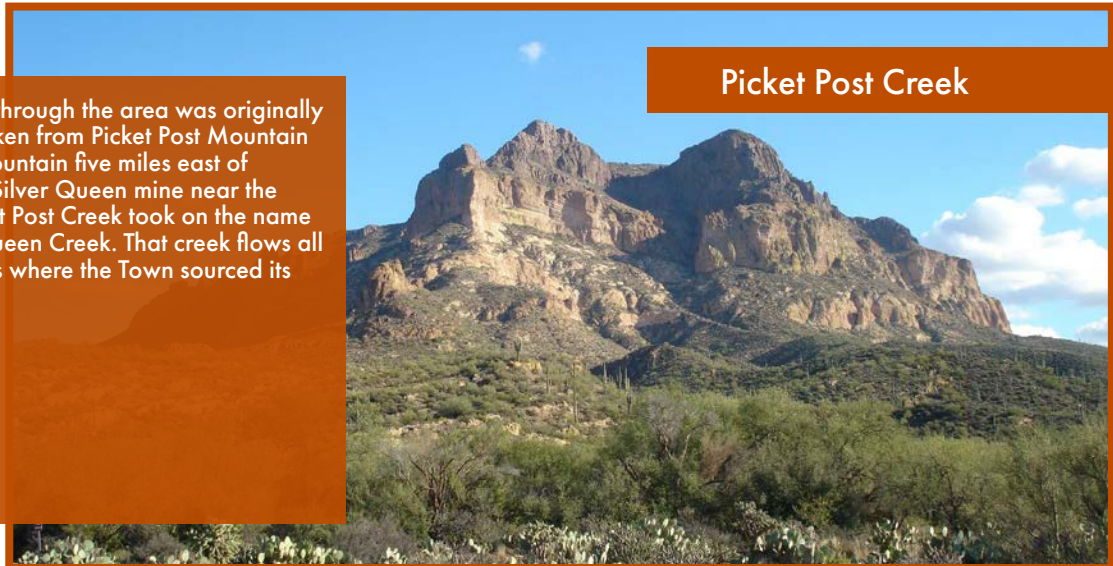
Our Indigenous Foundation



Queen Creek, located in the southeastern region of Arizona, has a rich and vibrant history that stretches back to its earliest inhabitants, the Hohokam people. Archaeologists have dated the earliest Hohokam sites to the first century AD. Their civilization reached its peak between the 12th and 15th centuries. The Hohokam were known for their agricultural expertise, cultivating crops such as beans, corn, cotton, squash, and gourds in the arid desert. Unfortunately, in the 15th century the Hohokam culture mysteriously disappeared, which is how they received their name which means the “vanished ones.” Following the decline of the Hohokam, the land was inhabited by various Native American tribes, including the O’odham (Pima), Apache, and Yuma peoples.

In the early 1870’s the creek running through the area was originally called Picket Post Creek. The name taken from Picket Post Mountain as the creek ran by the base of the mountain five miles east of Superior. At the establishment of the Silver Queen mine near the creek (in what is now Superior), Picket Post Creek took on the name of the mine and became known as Queen Creek. That creek flows all the way through the community and is where the Town sourced its name.

Picket Post Creek



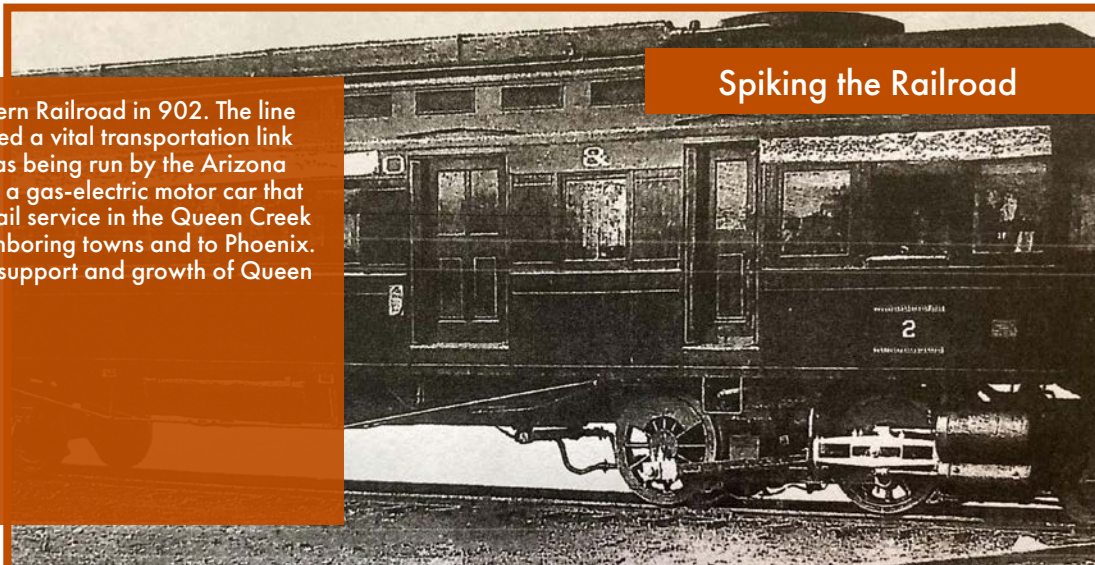
A Desert Well



During this Old West era the Andrade Ranch/Desert Well Stage Stop, operated between 1877 and 1916, and served as a crucial rest stop for the California and Arizona Stage Company, offering water, and shade for weary travelers. The stage stop featured a well that reached a depth of 114 feet and held about 14 feet of water. After Andrade sold the well and ranch in 1906 various individuals would own the property until the 1930's when Ernie Hawes became its owner. Remnants of the original stone and mortar water tank for the well are preserved at the northeast corner of Sossaman Road and Chandler Heights Road.

Work began on the Phoenix and Eastern Railroad in 1902. The line reaching Winkelman by 1904, provided a vital transportation link for the community. By 1910 the line was being run by the Arizona Eastern Railroad. The Doodlebug was a gas-electric motor car that provided local passenger commuter rail service in the Queen Creek community from 1914 to 1940 to neighboring towns and to Phoenix. The railroad played a vital role in the support and growth of Queen Creek.

Spiking the Railroad



A Desert Homestead



In the mid-19th century, the opportunity for settlement in the West arose with the passage of the Homestead Act of 1862. In Arizona, farming proved incredibly challenging, and many homesteaders were forced to give up or sell their land. In Queen Creek, by the 1920's Charles Rittenhouse had come into the area and introduced large-scale irrigation with his diesel engines and irrigation pumps. Rittenhouse played a vital role in the establishment of farming in the area. He built multiple wells in the area enabling the cultivation of a variety of produce and cotton. Rittenhouse defaulted on his bank loan in 1928 and as a result Leo Ellsworth purchased Rittenhouse's properties.

Leo and his brothers formed The Ellsworth Brothers Farms, a sprawling operation encompassing approximately 100,000 acres. Through sharecropping and mutual partnerships, they cultivated cotton and produce, raised cattle, sheep, and maintained a dairy herd. The installation of a railroad siding during Rittenhouse's time facilitated the shipment of these agricultural products, further promoting the Town's commercial development. Leo Ellsworth also played a pivotal role in what became downtown Queen Creek. The Ellsworth Brothers office, store and gas pumps were at the southwest corner of Ellsworth Road and Ocotillo and became one of the focal points of the community.



The Roots Begin with Farming

Whats in a Street Name?



Between the 1920's and 1930's some of the impactful settlers began to arrive leaving their names as a reminder to the Town's origins. Family names such as the Germans, J.O. Power, Jasper Sossaman, Hawes, Brandon, and Crismon. All of these families played significant roles in the community's development.

In the 1920s and 1930's, farm work was labor intensive. During that time the majority of farm workers in Queen Creek were Filipino and Mexican immigrants. The Mexican farm workers and their families would become an important part of the Queen Creek community. In the 1940s, because of the lure of higher paying defense plant jobs in California many farm workers left the area for those jobs. As a consequence, farm owners made arrangements with the Army to bring in German Prisoners of War to work the fields. These German P.O.W.'s were mostly submariners housed at the Papago Park P.O.W. camp. A satellite P.O.W camp was established for these submariners at the northwest corner of Rittenhouse Road and Ellsworth Road. These German P.O.W.'s had their own doctor who occasionally treated local residents.

1. Koehler Rolf	Pfc.	23	41. Pleesser Heinrich	Pfc.	37
2. Rohdorf Joechin	Pvt.	15	42. Pop	Pvt.	37
	Pvt.	40	43. Pro	Pvt.	
	Pvt.	30	44. Frein Johann	Pfc.	42
	Pvt.	48	45. Pruske Nikolaus	Pvt.	27
	Pvt.	10	46. Quitmann Walter	Pvt.	44
	Pvt.	47	47. Rademann Erich	Pvt.	40
	Pvt.	50	48. Rauh Karl	Pfc.	32
	Pvt.	37	49. Reding Adolf	Pvt.	37
	Pvt.	32	50. Reinhold Erich	Pvt.	38
	Pfc.	32	51. Reimann Helmut	Pvt.	42
	Pvt.	35	52. Reitz Otto	Pvt.	46
	Pfc.	36	53. Reinbay Leo	Pvt.	45
	Pvt.	37	54. Rittmann Albin	Pvt.	36
16. Lelwa Georg	Pvt.	37	55. Reddig Hans	Pvt.	43
	Pvt.		56. Reitz Edward	Pvt.	

Modern Immigration

Rebuilding Anew



A couple of significant events in the Town included construction of a new schoolhouse on Ellsworth and Queen Creek roads in 1925 which was named after Charles Rittenhouse. On July 1, 1943, a fire burn down the Ellsworth businesses', and in essence downtown Queen Creek. The gas station was rebuilt and in addition a larger store was built and leased to the Wright's Market company. The gas station and adjoining Ellsworth businesses became the core of old town Queen Creek.

Agriculture Abounds

The area of Queen Creek is especially adapted for potato harvesting so potato sheds along with cotton gins were common structures to see in the landscape. Potato farming was a large portion of the local agriculture. The local climate made it possible to perform the potato harvesting earlier than anywhere else and thus they could get them to market first. The Queen Creek siding and Rittenhouse siding played a crucial role in the community's development as it was a means for the Town to transport agricultural goods to market.



Community Institutions



Queen Creek's growth was further marked by the establishment of various religious and community institutions. The Arizona Boys Ranch was established in 1948. It was necessitated by the stance that homeless boys should have the opportunity for home, school, and community regardless of their background. The founding of the ranch, which is now known as Canyon State Academy, was supported by many in the community. The ranch aimed to provide material support for the boys and staff through farming and livestock programs.

A Town is Born

On September 5, 1989, Queen Creek officially incorporated as a Town after a struggle to regain a strip of annexed land. This fight led to new legislation in Arizona, outlawing strip annexation. In 1990, just after the Town incorporated, Queen Creek's population was just over 2,500. The next 10 years, Queen Creek experienced a relatively rapid growth rate, with the Town's population escalating significantly by 2010. The Great Recession tempered growth for several years, but by 2015, Queen Creek was one of the fastest growing communities in Arizona. The Town's population continued to increase at a steady, manageable pace, with an estimated population of 76,500 in 2023. The Town was also the seventh fastest growing community in the entire country in 2023. Queen Creek is a thriving suburban community and remains home to some of the founding families. It has witnessed significant changes over the years, reflecting the rich history and growth of the Town.



CHAPTER 2:

STRATEGIC VISION

Our vision is for public art and placemaking to transform Downtown Queen Creek into an interactive, unique, and vibrant community center.

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STRATEGY ONE

Tell the story - past, present, & future of Queen Creek.

As a community with a rich history but also a dynamic future, art and placemaking elements can build upon and deepen the story of Queen Creek for residents and visitors.

STRATEGY TWO

Help to build a walkable, bikeable, accessible downtown.

Art and placemaking features encourage residents and visitors to get out and explore the community on two feet or two wheels. These features create destinations and interest in the built environment.

STRATEGY THREE

Integrate public art into new developments.

Much of Downtown Queen Creek is ripe for infill development. Art and placemaking elements could be integrated into these developments to help create a unique draw as well as differentiate Downtown Queen Creek from other nearby communities.

STRATEGY FOUR

Contribute to our agritainment identity.

Queen Creek is well known for its agricultural legacy that continues to the present day. Art and placemaking could continue to connect and celebrate that legacy, cementing the identity of the community in the eyes of residents and visitors. This is particularly important in Downtown Queen Creek as many of the agritainment venues are outside of the Downtown Core.

STRATEGY FIVE

Connect to and display our natural environment.

The stunning desert environment of Queen Creek is a key feature of the landscape. By incorporating elements of the natural environment into art and placemaking elements, the connection to that environment can be deepened within the community.

STRATEGY SIX

Create temporary and permanent opportunities.

By focusing on both permanent and temporary art and placemaking features, Queen Creek can create a solid foundation with ephemeral interest drawing residents and visitors to the Downtown area again and again.

CHAPTER 3:

METHODS FOR PLACEMAKING

There are many ways to approach placemaking in Downtown Queen Creek. This chapter specifies ideal methods and opportunities for implementing unique Queen Creek focused projects. Showcased are specific types of public art and placemaking features that would be ideal for Queen Creek.

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PUBLIC ART MEDIA

SCULPTURE

Whether contemporary, whimsical, traditional or something more, sculptures are often the focal points of civic art. Sculptures may commemorate and celebrate our history, express civic pride, or be established as culturally-defining showpieces for the Town.

Sculptures can take on many shapes and sizes and often fit well when created in or alongside gateways, parks, gathering spaces, roundabouts, and community centers. Because communities can celebrate and enhance their civic identity, they are especially appropriate in parks and downtown settings.



FUNCTIONAL ART

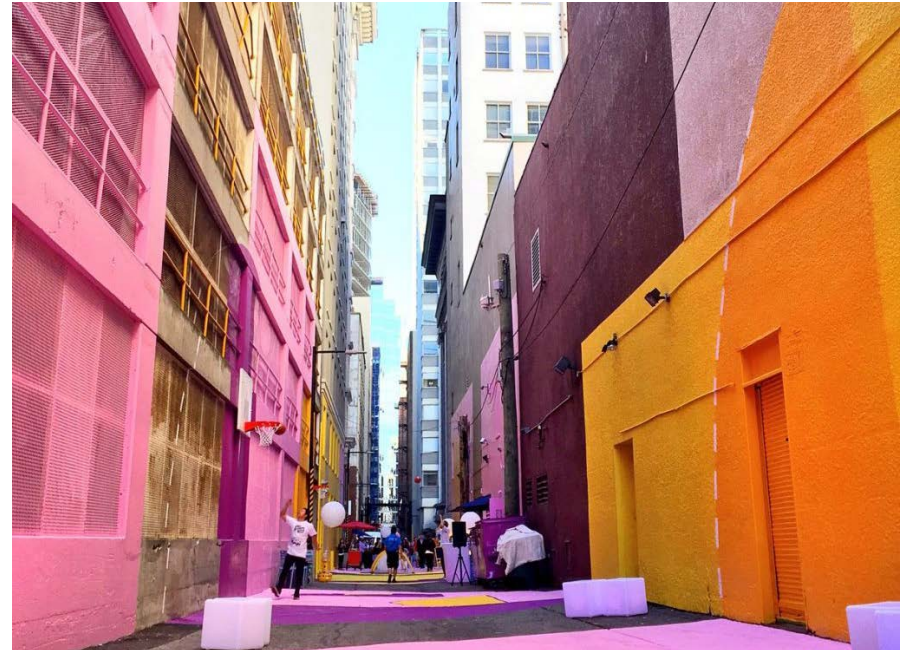
There is a unique opportunity to implement designs in place of otherwise ordinary pieces of infrastructure. Integrating unique 'Queen Creek' designs into infrastructure may be an affordable and efficient way to create a major visual impact.

Some possible options for functional art installations include bike racks, benches, play equipment, medians, subdivision walls, trash cans, transit stops, storm drains, manholes, monument signage, sidewalk treatments and more.



MURALS

While curating permanent works of art as part of the collection is important, ephemeral works such as murals allow for the exposure of many artists over a short period of time rather than a few artists over a long period of time.



LIGHT INSTALLATIONS

Contemporary artists use lighting in creative and interesting ways in order to manipulate the built environment with limited physical impacts. Light installations may be used on existing buildings, in parks on substantial landscape features, or as part of a larger installation of sculpture. They may be especially useful and impactful when used in infrastructure projects.



MOSAICS

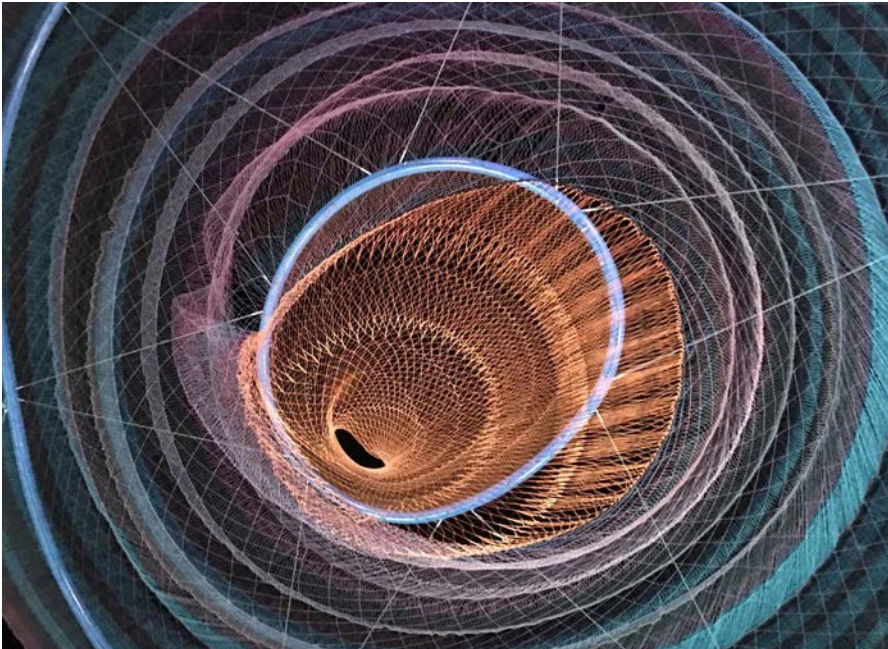
Mosaics come in many shapes and sizes and include glass or ceramics. The relative flexibility of the application of mosaics responds well to many art contexts.

Whether they be functional like the bench mentioned above, internal such as inlaid in flooring, or as a stand-alone exterior element - mosaics can help to enrich the built environment.



MULTIMEDIA

Multimedia installations may combine many art types in ways that expand the imagination. Video, lighting, sculpture, murals, and more can be combined to make multimedia installations some of the most interesting around. Multimedia installations are especially useful for temporary or pop-up installations.



TEXTILE

Textiles span the gauntlet from wall hangings to giant masterpieces that visually impact public spaces. This form of art can be used to add interest to new spaces or existing spaces within our public buildings.

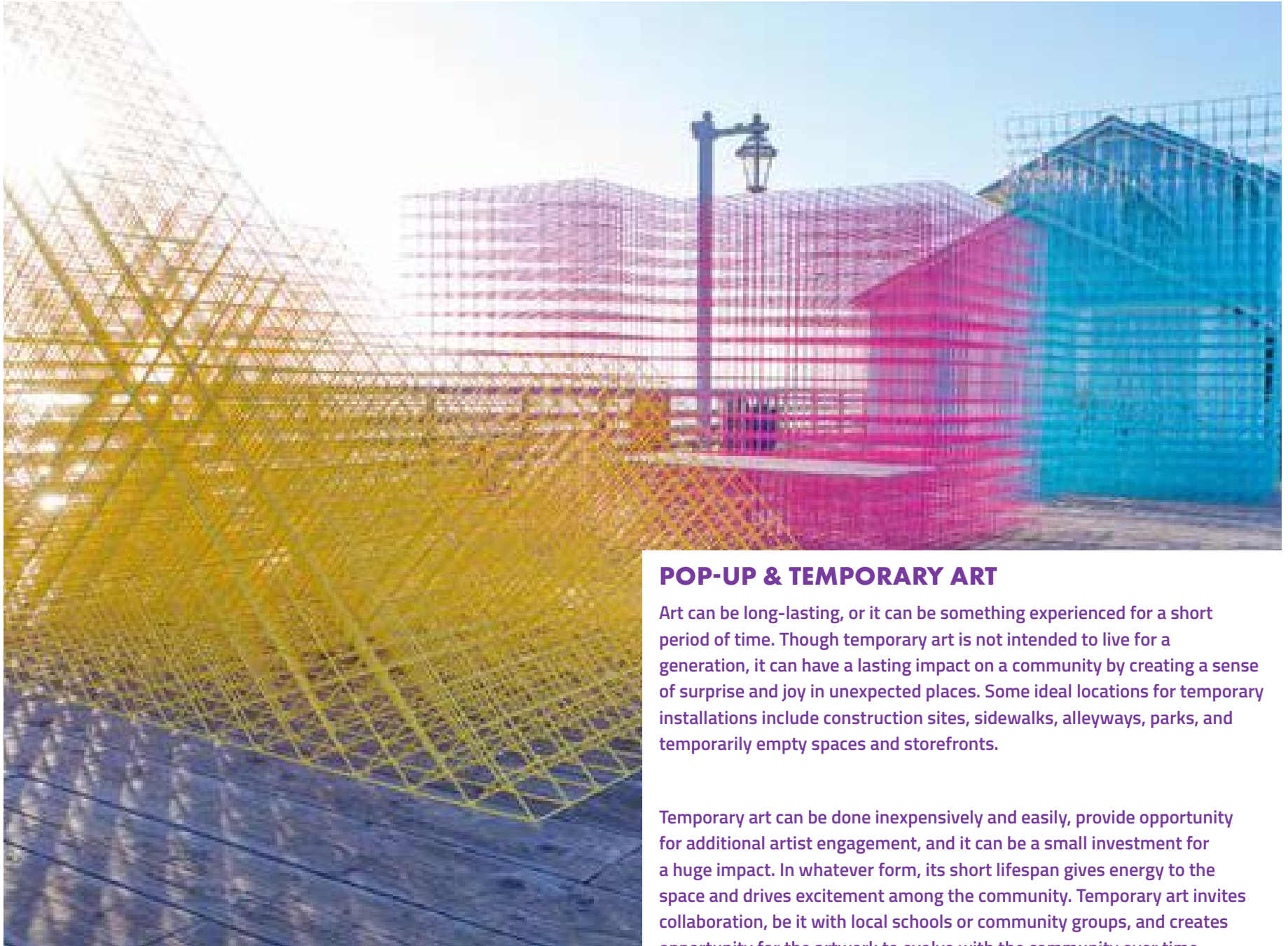


ENGAGING PUBLIC ART



PUBLIC PERFORMANCES

Dance, theater, spoken word, or another type of public performance is an ideal opportunity to be staged in public space or alongside public art in Queen Creek. These displays have a particular relevance when staged at the unveiling of public artworks.



POP-UP & TEMPORARY ART

Art can be long-lasting, or it can be something experienced for a short period of time. Though temporary art is not intended to live for a generation, it can have a lasting impact on a community by creating a sense of surprise and joy in unexpected places. Some ideal locations for temporary installations include construction sites, sidewalks, alleyways, parks, and temporarily empty spaces and storefronts.

Temporary art can be done inexpensively and easily, provide opportunity for additional artist engagement, and it can be a small investment for a huge impact. In whatever form, its short lifespan gives energy to the space and drives excitement among the community. Temporary art invites collaboration, be it with local schools or community groups, and creates opportunity for the artwork to evolve with the community over time.



COMMUNITY PARTICIPATORY ART

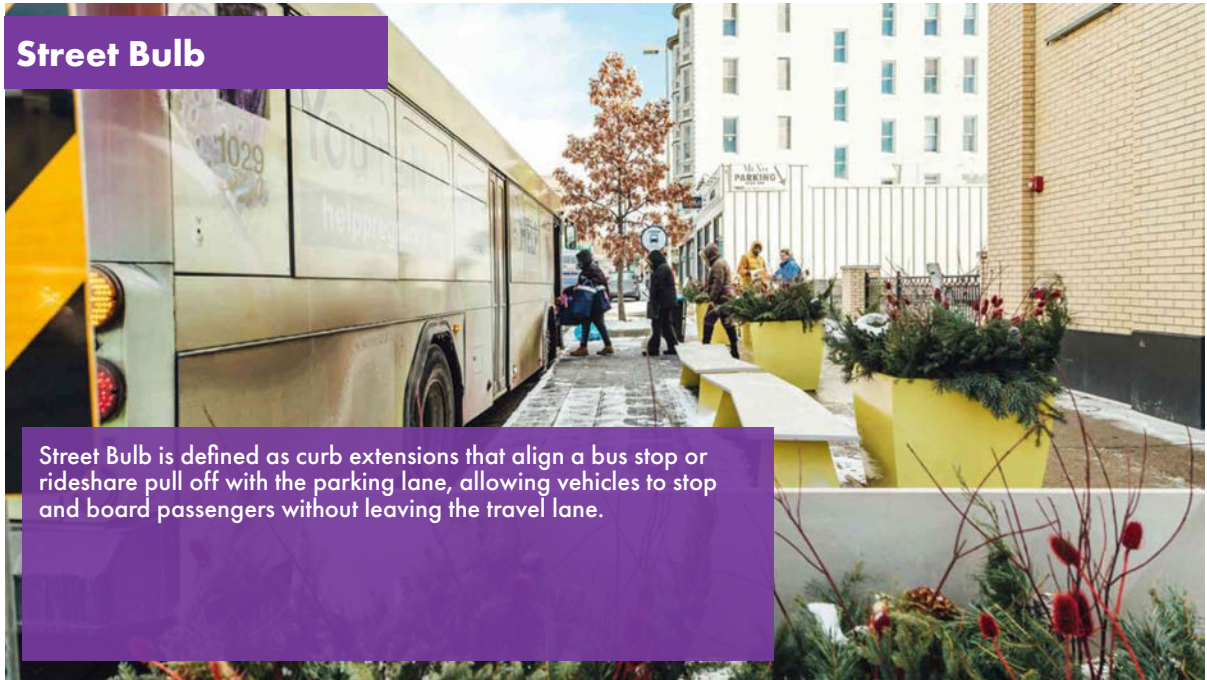
Participatory art is more focused on the creation of an art piece than any of the typologies listed above. Specifically, a piece is made by the community to enhance and celebrate its process and participants. Collaborative art pieces use people to enrich the experience and heighten the feeling of pride and ownership.

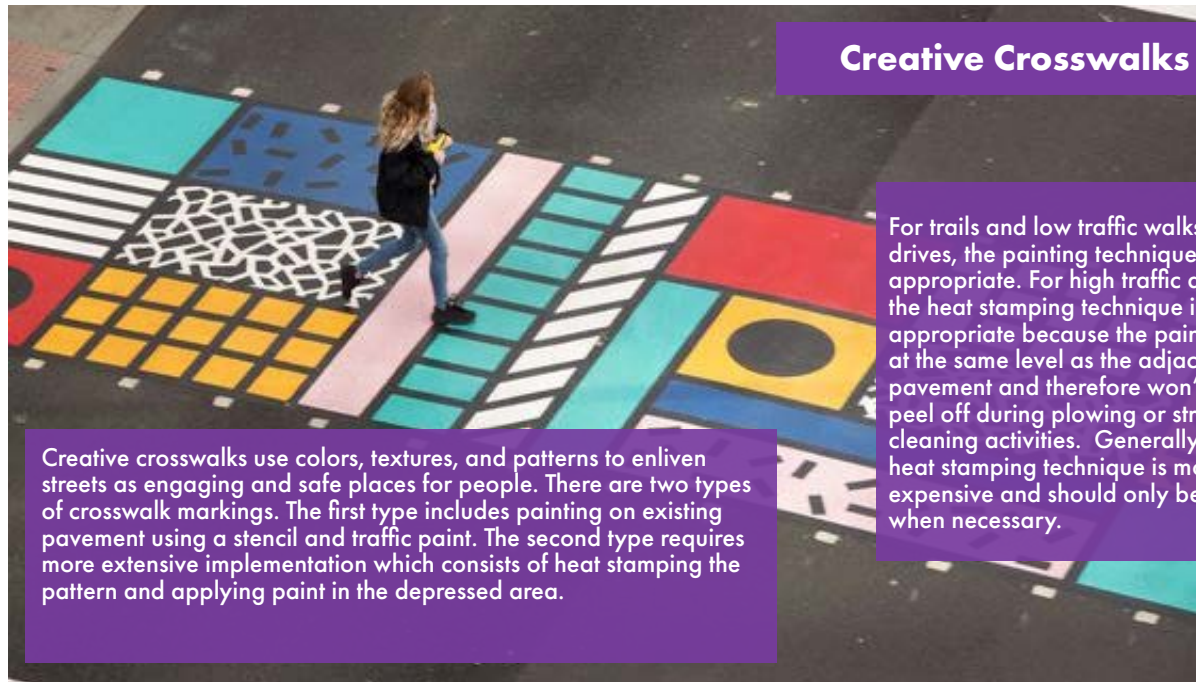




SITE SPECIFIC

Site-specific art is created to enhance and celebrate its surroundings in which an artist considers the site first before anything else. Site-specific art uses the surroundings to enrich the experience of the place itself. It can help to tell the story of the location, neighbors or residents, or simply exist to elevate the site.

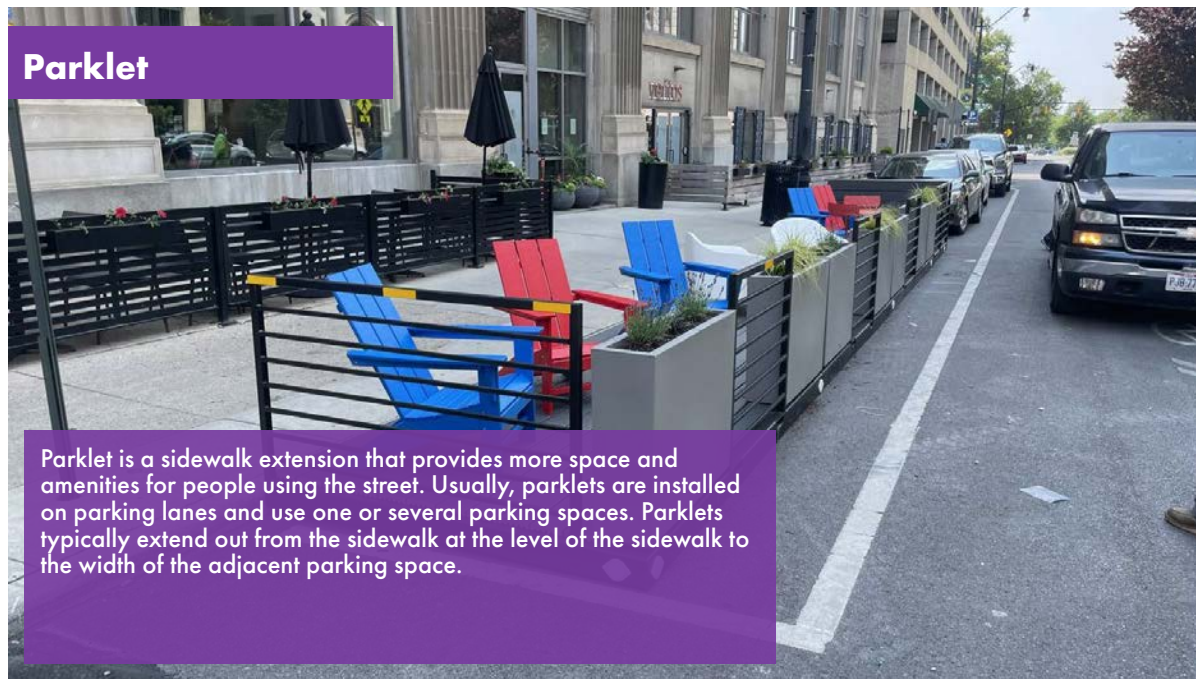




Creative Crosswalks

Creative crosswalks use colors, textures, and patterns to enliven streets as engaging and safe places for people. There are two types of crosswalk markings. The first type includes painting on existing pavement using a stencil and traffic paint. The second type requires more extensive implementation which consists of heat stamping the pattern and applying paint in the depressed area.

For trails and low traffic walks and drives, the painting technique is appropriate. For high traffic areas, the heat stamping technique is most appropriate because the paint is at the same level as the adjacent pavement and therefore won't peel off during plowing or street cleaning activities. Generally, the heat stamping technique is more expensive and should only be used when necessary.



Parklet

Parklet is a sidewalk extension that provides more space and amenities for people using the street. Usually, parklets are installed on parking lanes and use one or several parking spaces. Parklets typically extend out from the sidewalk at the level of the sidewalk to the width of the adjacent parking space.

SITE FEATURES & FURNISHINGS

SHADE STRUCTURES

Within Queen Creek, shade structures can be used for more than just protection from the sun. These features can become expressive visual elements or works of public art that have both form and deliberate function.



DECORATIVE FENCES

Rather than using standard fences in new development in the Downtown area, unique patterns and color schemes could be used that are incorporated into the design of the fence infill panels.



BENCHES

Adding decorative benches will not only add visual elements but also encourage visitors to sit and stay awhile.



OTHER LANDSCAPE FEATURES

Whether plantings, or other site furnishings, landscape features can be used as or in conjunction with public art to enhance the built environment by telling the story of Queen Creek.



CHAPTER 4:

PUBLIC-PRIVATE PARTNERSHIPS

47

Public Private Partnerships: The Basis of Executing Projects

Why Public Private Partnerships for Art & Placemaking?

Public Private Partnerships (P3s) are the foundation of redevelopment in Downtown Queen Creek area. As the Town looks to implement Public Art and other placemaking projects P3s remain key opportunities for success for executing projects.

Key Partners

There are a series of partners that will be key in moving public art and placemaking focused Public Private Partnerships forward. These partners are detailed on the following pages.

PRIVATE DEVELOPERS

Downtown Queen Creek is quickly growing into its own with large amounts of new housing and commercial buildings being constructed. Developers will be key partners to ensuring that public art is placed throughout the downtown area.

Key Opportunities for Public Private Partnerships:

- The inclusion of public art in new developments voluntarily or as part of negotiated development agreements



DOWNTOWN BUSINESS PARTNERS

As the business environment in Downtown Queen Creek expands we will be looking to business owners as key partners when executing projects. They can also help to provide direction as public art and placemaking projects are implemented in the future.

Key Opportunities for Public Private Partnerships:

- Hosting events, particularly arts focused events, in conjunction with the Town or independently
- Displaying artwork, including public art

AGRITAINMENT VENUES

One of the key draws of Queen Creek for visitors outside the community, are the unique agritainment (agricultural plus entertainment) venues within the community. These businesses showcase the legacy of the community and by creating a strong sense of place in the downtown area we can create an even larger ecosystem that will boost both the venues and the downtown area. These key venues are:



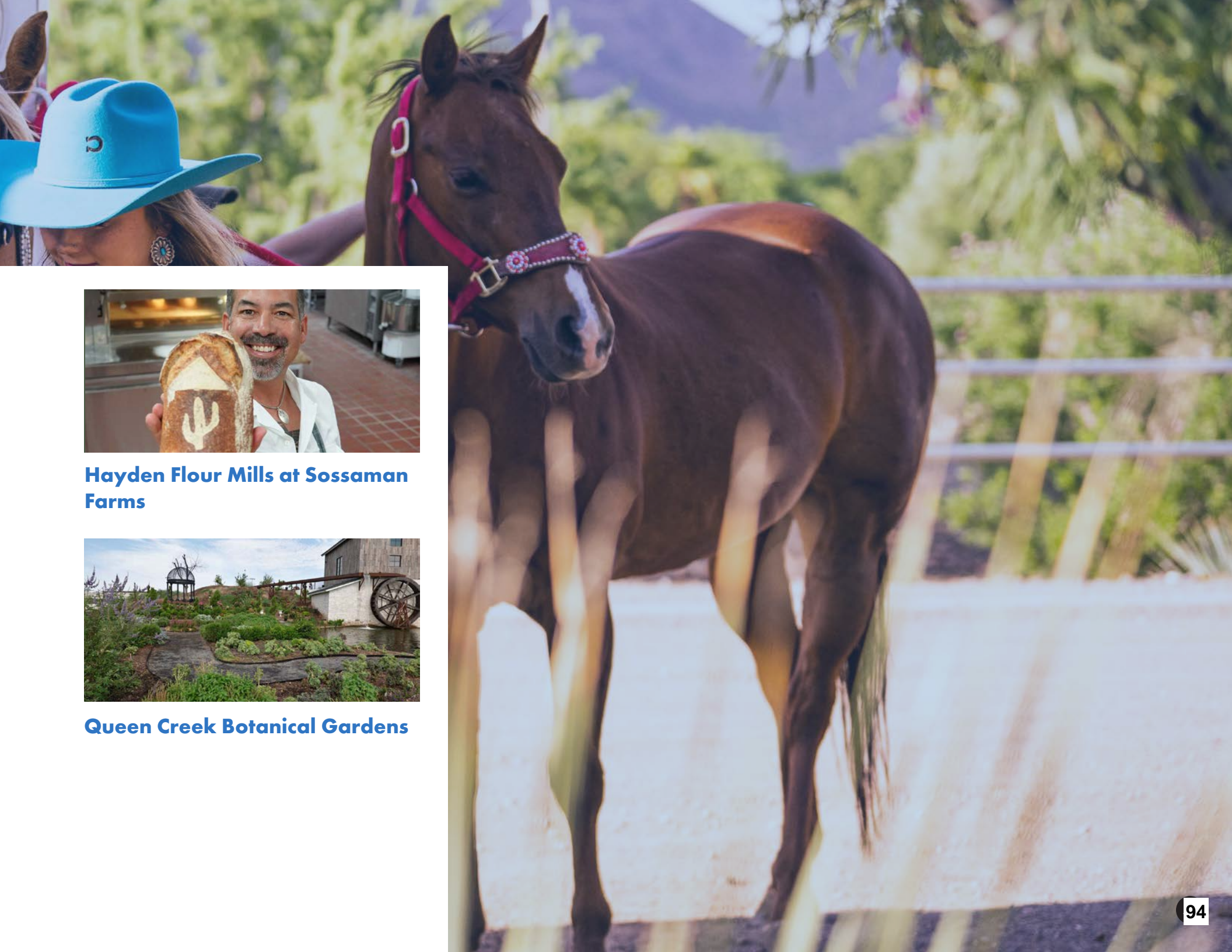
Queen Creek Olive Mill

Arizona's only family-owned and operated working olive mill and farm, where olives are grown and pressed for the production of high quality extra virgin olive oil. Experience their Olive Oil 101 class (offered hourly) and enjoy complimentary tastings of oils, olives and vinegars. Visitors are invited to dine at the Mill's Tuscan-inspired eatery featuring fresh gourmet sandwiches, paninis as well as soups, salads, gelato and fresh roasted espresso from Infusion Coffee & Tea. Relax in their olive grove with libations at The Pit, featuring specialties from the grill.



Schnepf Farms

Visitors can explore the one-of-a-kind Schnepf Farms – celebrating 75 years of operation. This fourth generation family farm and the largest organic peach grower in Arizona is a must-do in the Phoenix area. If planning a day trip, make sure to visit the website and see what's happening that week on the farm. Guests may be able to experience everything from peach picking to watching a historical re-enactment, enjoying a classic car show, or an antique craft fair, fireworks, one of the unique seasonal farm festivals, ice skating, or just picking veggies in the u-pick garden.



Hayden Flour Mills at Sossaman Farms



Queen Creek Botanical Gardens

LOCAL ARTISTS

There are a large number of artists in Queen Creek and the surrounding areas and the Town could work to create opportunities for these artists when possible. Due to the nature of public art, many large commissions may utilize national public artists, but the Town could ensure to create smaller scale opportunities geared specifically for local artists. The Town could also work to promote public artists in campaigns and other promotional material.



CHAPTER 5:

IMPLEMENTING ART & PLACEMAKING

55

FACILITATING PUBLIC ART

In order to facilitate public art in Downtown Queen Creek a new ordinance or internal policy could be implemented that: defines what public art is and establishes the Downtown Art & Placemaking Advisory Sub Committee as the body that reviews Public Art in Queen Creek.

The key elements needed to move public art forward in Downtown Queen Creek are:

- Formalizing the definition of Public Art
- Formalize the role of the Downtown Art & Placemaking Advisory Subcommittee Committee

Downtown Art & Placemaking Advisory Subcommittee

The Downtown Art & Placemaking Advisory Subcommittee will have the following responsibilities:

- A Support staff in establishing criteria and eligibility standards for applicants of projects;
- B Support staff in establishing criteria for awarding projects;
- B Support staff in identifying funding sources for art projects through donations, sponsorships and/or private funding.
- C Support staff in evaluating proposed donations of public art;
- D Support staff in evaluating removal of artwork from public display; and
- E Act principally in an advisory capacity to staff in any matter pertaining to public art.

Definition of Public Art

The following is a sample definition of public art that can be the basis for the formal definition for Queen Creek.

Public Art or Artwork or work of art means an original physical work created or produced by an Artist that is accessible to the public. Artwork may be free-standing or integrated with the work of other design professionals into a building or site. Artwork may be new or may be an existing work of art. Artwork may include, but is not limited to:

- Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
- Murals or portable paintings: in any material or variety of materials.
- Fiberworks, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
- Furnishings or fixtures, including, but not limited to gates, fences, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
- Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist. Such design elements may include pools, paths, benches, planters, and fixtures and vegetative materials where designed by a professional visual artist and/or are an integral part of the artwork by the artist.
- Temporary artwork or installation that serves the purpose of providing community and educational outreach.



The following are not considered artwork for the purposes of Public Art funding:

Art objects which are mass produced or are of standard manufacture, such as playground equipment, fountains, statutory elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.

1. Reproductions, by mechanical or other means, of original artwork, except in the case of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.
2. Decorative, ornamental, architectural, or functional elements which are designed by the building architect as opposed to elements created by an artist commissioned for that purpose.
3. Artwork in Town facilities that are within employee offices or spaces.
4. Services or utilities necessary to operate and maintain an artwork over time.

PUBLIC ART POLICIES

The following outlines policy templates that could serve as the basis of public art in Queen Creek. Policy templates that have been provided to the Town as part of this planning process can become the basis of these future policies.

Public Art Program Introduction

This policy establishes the mission, vision, and guiding principles for the program as well as overall definitions for the policy.

Acquisition Policy

This policy establishes the practices for acquiring artworks. This detailed policy will ensure a transparent process for acquiring artwork and favors open ended selection processes in order to promote artistic excellence and further the goals and strategies of the program.

Collection Management Policy

This policy establishes the management practices of artworks acquired through the solicitation and donation processes. These pieces are considered part of the Town's Permanent Collection and must be cared for in accordance with the Policy and Procedure for Maintenance Policy and the Collection Management Policy. The Collection Management Policy is intended to maintain the value of the Town's Permanent Collection and guard against inappropriate disposal of any of its pieces.

Donation Policy

This policy establishes the donation process for artworks not commissioned by Queen Creek. Each proposed donation must come with a plan to fund and deliver ongoing maintenance, or the resolution accepting the public art must identify how maintenance of the donated public art will be funded. Donation requirements, responsibilities of the donating party, and the process for donating a piece of public art are outlined in this policy.

Maintenance Policy

This policy establishes the procedure for maintenance of the future art collection. Direction for surveying the collection, working with future artists to establish a maintenance plan for any commissioned work, and inspection guidelines are included.

Administrative Guide

The Administrative Guide outlines the roles and responsibilities of citizens, Town staff and elected officials in the development, funding and implementation of Queen Creek Public Art Program. The Plan provides guidelines and requirements for the development of an annual Public Art Work Plan, the funding and acquisition of public art, the selection of artists and artwork, the implementation and conservation of the Queen Creek Public Art Collection.



Mural Guidelines

The Mural Guidelines offer guidelines for both publicly-owned murals on public and private property and consider the process for approval. The guidelines consider the ownership of the building in which the mural will be sited.

Environmental Impact Policy

This policy gives overall guidance on how to both limit negative environmental impacts as a result of the implementation of public art. The policy also gives direction to help ensure public art projects in Queen Creek are not negatively impacted by the desert climate.

Use of Funds

This policy details how Public Art Program funds may be used throughout the development and implementation of public art projects.

STAFFING NEEDS

Executing public art and placemaking projects can be time consuming for staff. This plan envisions that projects will be executed by the Economic Development Department. In the short term, the Downtown Development Manager would take the lead role in acting as the Public Art Coordinator with assistance from other staff. As projects and programs are developed more capacity will likely be needed. That capacity could be filled by either a Town staff member or an outside consultant who can undertake the responsibilities of a Public Art Coordinator and hired on a project by project or as needed basis.

The Downtown Development Manager and/or outside consultant acting as the Public Art Coordinator has the following responsibilities:

- Develop and implement an annual Public Art Work Plan in coordination with the Downtown Art & Placemaking Subcommittee and appropriate Town departments and representatives.
- Oversee the administration of the commissioning of new works of public art including, but not limited to:
 - Project planning - developing scopes of work and project budgets, coordinating with the project manager and project architect, and identifying community partners when necessary.
 - Management of the artist selection process - developing and distributing RFQs and RFPs, staffing the artist selection committees, and conducting artist workshops.
 - Project implementation - developing contracts, getting necessary approval, coordinating with the project manager, reviewing preliminary and final designs, and monitoring artist progress and compliance with the project contact.
 - Documentation- keeping records of contracts, photographs, construction drawings, maintenance manuals, and meetings.
- Community education - assist in garnering publicity for projects, facilitating public meetings, and developing educational materials.
- Ensure adequate insurance and liability protection is secured by artists, contractors, and the Town prior to installation.
- Coordinate any necessary management agreements through artists, contractors, community groups, private property owners, and the Town as needed.
- Monitor private development projects to assist private developers in including public art in their developments and guide them, when requested, through the process of placing public art within their projects.
- Identify collaborations and sources of funds.
- Ensure all necessary repairs are conducted to existing public art
- Serve as a liaison between the Town, artists, and/or business organizations relative to the Public Arts Program.
- Report to the Downtown Development Manager if consultant.
- Support the Downtown Art & Placemaking Subcommittee.





CHAPTER 6:

CONCEPTS FOR IMPLEMENTATION

63

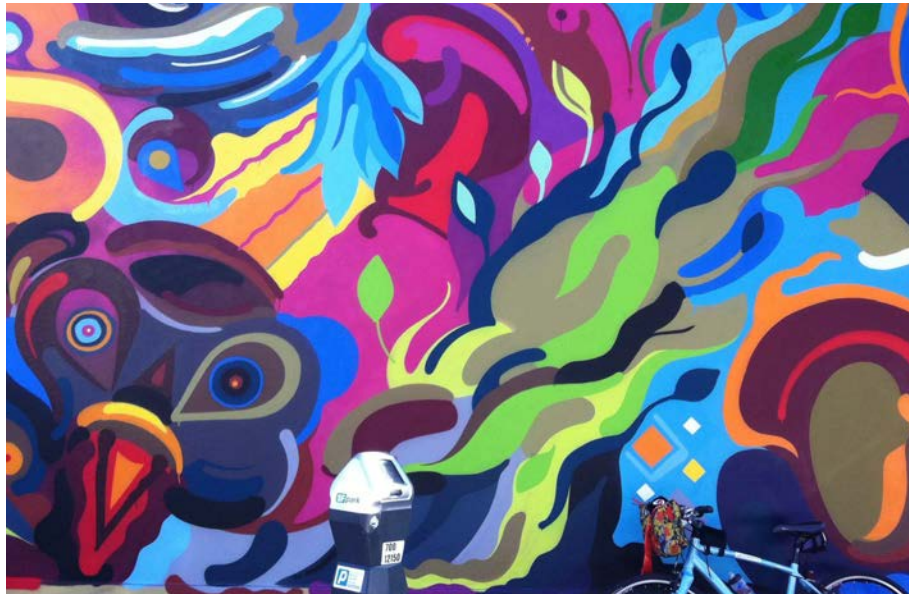
IDEAS TO INSPIRE

Queen Creek Functional Art Program

A quick, easy, and efficient way to bring public art into the built environment is by creating a functional art program. This could include common elements throughout the Downtown area or site specific works at each location. These could be small-scale sculptures or other easy to implement elements like utility box wraps.

Key Locations Include:

- Existing Downtown Streetscapes
- New Downtown Streets
- Founders Park



Small Scale Mural Program

A small scale mural program could identify locations, both publicly owned and private, for mural interventions directly on walls, utility boxes, or even stand alone installations. This could also include murals that are vinyl wraps which are less physically impactful and create opportunities for other artists such as photographers, digital illustrators and more.

Key Features:

- Rotating
- Multiple Artists
- Could include murals as part of the existing facade improvement grant

Parklet Interventions

New permanent parklets are included as part of the construction of the new key Downtown roadways, Munoz and Aldecoa, and these are ideal opportunities for the addition of public art or highly designed placemaking elements.

This could include

- Shade Structures (artist-designed)
- Small Scale Sculptures
- Rotating Mural Opportunities



Village Green

The recent Town Center Plan calls for the concept of a Village Green. Implementing the Village Green would create key opportunities for both small scale and signature public art.

Key Opportunities

- Small Sculpture
- Fountain
- Large-scale Signature Sculpture
- Mosaic Walls

Artwork on Queen Creek Trail

Downtown Queen Creek is a key connection point from the Queen Creek Trail. By adding public art both on the trail and at key trail entry points the connection between the trail and the Downtown Area can be enhanced.

Public Art at this location could connect to nature and the history of the community and could also be placed at key entry and exit points to the trail.

- Connecting to Old Ellsworth



Gateway Monument Signs

Queen Creek has done great work in the past developing gateway monuments. As the community has continued to grow, additional opportunities for gateway monuments have arisen. These include:

- Industrial area
- Downtown area
- Agricultural area

Ellsworth & Rittenhouse Signage

Currently there is temporary signage along Ellsworth & Rittenhouse that is rotated out for various events throughout the year. More permanent signage and other improvements could be made to ensure that the signage is high quality but maintains a hometown feel.

Opportunities include:

- Light installation
- Permanent Sign Installations that allows for rotating signs or dates
- Downtown Entry Sign



Iconic Symbol

Queen Creek’s identity exists mostly in the minds of visitors and residents, not in the physical environment. By creating a large-scale iconic symbol for the community the identity of the community can be brought to life.

Crown of Queen Creek

Like every queen, Queen Creek needs a crown! This could be a giant playable piece of public art that lives on its own or it could be constructed as the component of another park or playground. This would provide an iconic experience as well as a photo opportunity for residents and visitors alike.

Key Opportunities

- A Beacon that lights when an event is happening downtown.



Temporary Installations &/or Festivals

Installations and festivals that revolve around temporary public art or other experiential activities can help draw attention and visitors to Downtown Queen Creek. This could include large experiential public art, a mural festival or other art creation and more.

A Queen Creek Christmas

The Town has successfully invested in the installation of Christmas lights and other holiday decorations in the Downtown area. This could continue with an eye towards growth and expansion that could include public art or other artistic displays.

Opportunities include:

- Playable Installations
- Interactive Installations
- Winter Market



PROJECT CONCEPTS

FURNISHINGS



PARKLET INSTALLATIONS



VILLAGE GREEN



FURNISHINGS



TRAIL ART



BANNER INSTALLATION



CREATIVE CROSSWALK



PRIVATE DEVELOPMENT OPPORTUNITY



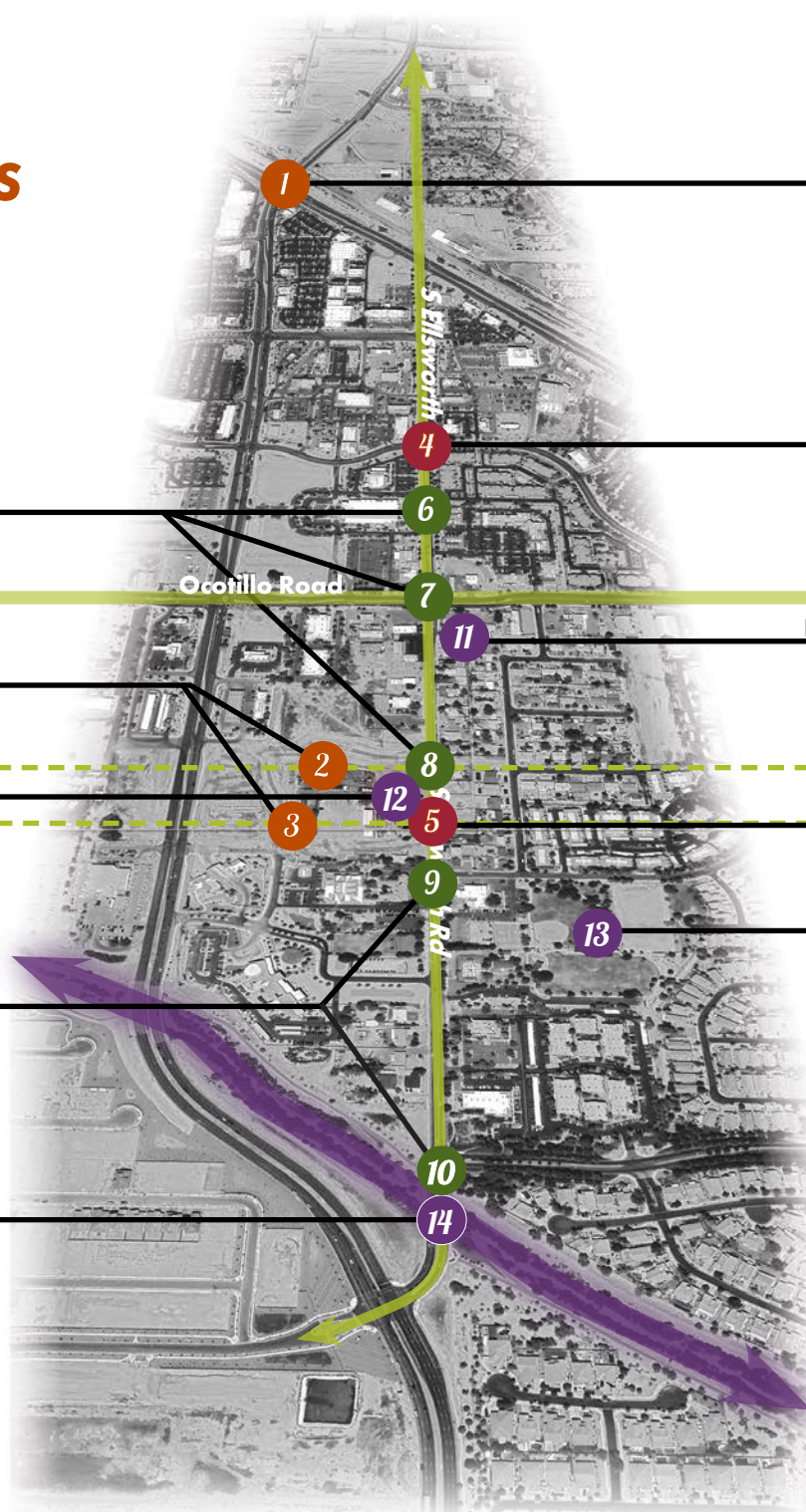
CREATIVE CROSSWALK



FOUNDER'S PARK



PRIMARY INTERVENTION TYPE



BANNER INSTALLATION



Banners that are designed by artists or promote arts and culture events are a lower cost way to transform less engaging architecture into something more compelling. The example shown is from Milwaukee Public Museum.

CREATIVE CROSSWALKS



Artist designed crosswalks provide greater visibility to traffic and naturally encourage vigilance and caution when moving through them, increasing safety and pedestrian experience.

SITE FURNISHINGS



Site furnishings designed by artists or by designers collaborating up with artists make parks more engaging and interesting. Shown here is *A Solar-Powered Bench That Spins Ever So Slowly* by ENESS. As the name states those that sit on the benches are gently rotated.

PRIVATE DEVELOPMENT OPPORTUNITY



One tactical art intervention that could be utilized on potential development sites are temporary art structures that would drive traffic and community interest to the site. The spaces could then be programmed in line with the future development to create excitement. An example would be a beer garden where a brewery is proposed.

TRAIL ART



Artwork along a trail can provide points of interest for trail users, act as a wayfinding strategy, and generally create a greater connection between the surrounding community and the trail itself. Shown here is *Cacti* by James Peterson.

VILLAGE GREEN



A Village Green could provide opportunities for programming centered around art, culture, and community. If a village green is developed site interventions such as functional art, site furnishings, and iconic artwork should be considered to create an engaging community experience.

PARKLET INSTALLATIONS



Parklet interventions, shade structures, and rotating sculpture installations can be used to create more interesting streetscapes. Parklets are also a great way to enhance the pedestrian experience and encourage people to linger longer near businesses located on streets where they are installed.

FOUNDER'S PARK



Founder's Park is an iconic Queen Creek destination and it deserves an iconic piece of art. A large scale sculpture or other art piece would be a compelling addition to this well-loved community space.

RESOLUTION 1559-24

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING THE DOWNTOWN QUEEN CREEK ART & PLACEMAKING PLAN.

WHEREAS, the Mayor and Council of the Town of Queen Creek (the "Town Council"), has determined it is in the best interests of the Town of Queen Creek (the "Town") to develop a Downtown Queen Creek Art & Placemaking Plan; and

WHEREAS, the vision of the Downtown Queen Creek Art & Placemaking Plan is to establish an approach and set priorities for the integration of art and placemaking in Downtown Queen Creek and help transform Downtown Queen Creek into an interactive, unique, and vibrant community center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1: The Downtown Queen Creek Art & Placemaking Plan attached hereto as Exhibit A is hereby approved.

Section 2: That the Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to do all acts to negotiate, finalize, execute and implement the Downtown Queen Creek Art & Placemaking Plan.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 7th day of February 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Scott Holcomb, Town Attorney



TOWN OF
QUEEN CREEK
ARIZONA

9.F

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: MARIA GONZALEZ MMC, TOWN CLERK
RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 1561-24 DESIGNATING THE PRIMARY ELECTION AND GENERAL ELECTION DATES AND PURPOSES OF THE ELECTIONS; DESIGNATING THE DEADLINES FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.
DATE: February 7, 2024

Suggested Action:

Approval of Resolution No. 1561-24 designating the Primary Election and General Election Dates and purposes of the elections; designating the deadlines for voter registration; designating the place and last date for candidates to file nomination petitions; identifying propositions; and designating the place and last date for candidates to file nomination papers.

Relevant Council Goal(s):

Effective Government

Discussion:

Formal "Call of Elections" are no longer required, however it provides the public with general information on:

- the dates of the 2024 Primary and General Elections;
- offices to be filled;
- deadline for filing the required candidate nomination forms;
- voter registration deadlines; and
- polling places and voting districts

This Resolution will be published in the Arizona Republic in English and Spanish, as well as posted in the courtyard at Town Hall and published on the Town's website at www.QueenCreekAz.gov.

Voters on the Active Early Voters List (AEVL) and registered with a recognized party will automatically receive a ballot in the mail for any election they are qualified to vote in. Those registered as Independent/Party Not Designated will receive notifications in the mail to indicate which ballot they want to receive.

Polling locations, voting districts, and times the polls will be opened are identified, secured and set by the Maricopa County Elections and Pinal County Elections, and are not yet published.

Alternatives:

Council could choose to not adopt Resolution No. 1561-24; however, the election must still be held pursuant to A.R.S. § 16-204.

Attachment(s):

1. [Resolution 1561-24](#)
2. [Resolution 1561-24 \(Spanish\)](#)

RESOLUTION NO. 1561-24

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DESIGNATING THE PRIMARY ELECTION AND GENERAL ELECTION DATES AND PURPOSES OF THE ELECTIONS; DESIGNATING THE DEADLINES FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.

WHEREAS, A.R.S. § 16-201 *et seq.* provides for the holding of a Primary Election; and

WHEREAS, A.R.S. § 16-211 provides for the holding of a General Election; and

WHEREAS, the Town of Queen Creek, Arizona wishes to set forth the dates and deadlines relevant to the Primary and General Election, including the deadlines for voter registration and candidate filing.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Town of Queen Creek, Arizona, as follows:

Section 1: Designation of Election Dates; Purposes

That Tuesday, August 6, 2024 has been set as the date for the Primary Election in the Town of Queen Creek, Arizona, for the purpose of electing three (3) candidates for the office of Council Member of the Town Council. Any candidate receiving a majority of all the votes cast at the Primary Election will be declared elected without running in the General Election.

That if necessary, Tuesday, November 5, 2024 has been set as the date for the General Election in the Town of Queen Creek, Arizona for the purpose of electing candidates for the office Council Member of the Town Council.

Section 2: Designating Deadline for Voter Registration

Maricopa County and Pinal County registration and voting lists will be used for the Primary Election and General Election. In order to be qualified to vote in the Primary Election, residents must be registered to vote by 11:59 P.M. on July 8, 2024. In order to be qualified to vote in the General Election, residents must be registered by 11:59 P.M. on October 7, 2024.

Section 3: Designating Date and Place to File Candidate Nomination Forms

Candidates seeking municipal office may obtain nomination papers and other materials at the Municipal Services Building – Town Clerk’s Office, located at 22358 S Ellsworth Road, Queen Creek, AZ 85142. To appear on the Primary Election ballot, Candidates must file the completed nomination papers and all other required materials during the Filing Period, at the Municipal Services Building – Town Clerk’s Office, located at 22358 S Ellsworth Road, Queen Creek, AZ 85142.

The Filing Period for Candidates to file nomination papers and other nomination forms shall begin Monday, March 11, 2024. The Filing Period for Candidates to file nomination papers and other nomination forms shall end at 5:00 P.M. on Monday, April 8, 2024.

Nothing in this Section 3 shall be construed as abridging any candidate requirements set forth by the applicable federal, state, and local laws and regulations.

Section 4: Polling Places and Voting Districts

Polling places, voting districts, and times the polls will be open are identified, secured, and set by the applicable federal, state, and local laws and regulations.

PASSED AND ADOPTED by the Common Council of the Town of Queen Creek, Arizona, this 7th day of February, 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Dickinson Wright, PLLC
Town Attorneys

RESOLUCIÓN NÚM. 1561-24

UNA RESOLUCIÓN DEL CONCILIO COMÚN DEL PUEBLO DE QUEEN CREEK, ARIZONA, DESIGNANDO LAS FECHAS DE LA ELECCIÓN PRIMARIA Y LA ELECCIÓN GENERAL Y LOS PROPÓSITOS DE LAS ELECCIONES; DESIGNANDO LAS FECHAS LÍMITE PARA EL REGISTRO ELECTORAL; Y DESIGNANDO EL LUGAR Y LA ÚLTIMA FECHA EN LA QUE LOS CANDIDATOS PUEDEN REGISTRAR LA DOCUMENTACIÓN DE LA NOMINACIÓN.

CONSIDERANDO QUE, el estatuto A.R.S. § 16-201 *et seq.* dispone que se lleve a cabo una Elección Primaria; y

CONSIDERANDO QUE, el estatuto A.R.S. § 16-211 dispone que se lleve a cabo una Elección General; y

CONSIDERANDO QUE, el Pueblo de Queen Creek, Arizona desea establecer las fechas y fechas límite pertinentes para la Elección Primaria y la Elección General, incluyendo las fechas límite para el registro electoral y para el registro de nominación de candidatos.

AHORA, POR LO TANTO, QUE SEA RESUELTO por el Concilio Común del Pueblo de Queen Creek, Arizona, lo siguiente:

Sección 1: Designación de las Fechas para las Elecciones; Propósitos

Que el martes 6 de agosto de 2024 se ha fijado como la fecha para la Elección Primaria en el Pueblo de Queen Creek, Arizona, con el propósito de elegir a tres (3) candidatos para el cargo de Miembro del Concilio del Pueblo. Cualquier candidato/a que reciba una mayoría de todos los votos emitidos en la Elección Primaria será declarado/a electo/a sin postularse para la Elección General.

Que, de ser necesario, el martes 5 de noviembre de 2024 se ha fijado como la fecha para la Elección General en el Pueblo de Queen Creek, Arizona, con el propósito de elegir a candidatos para el cargo de Miembro del Concilio del Pueblo.

Sección 2: Designando la Fecha Límite para el Registro Electoral

El registro y las listas de votación del Condado Maricopa y del Condado Pinal serán usados para la Elección Primaria y la Elección General. Para ser elegibles para votar en la Elección Primaria, los residentes deberán haberse registrado para votar a más tardar a las 11:59 p.m. del 8 de julio de 2024. Para ser elegibles para votar en la Elección General, los residentes deberán haberse registrado a más tardar a las 11:59 p.m. del 7 de octubre de 2024.

Sección 3: Designando la Fecha y el Lugar para Registrar las Formas de Nominación de los Candidatos

Los candidatos que busquen ocupar cargos municipales pueden obtener documentos de nominación y otros materiales, en el edificio de servicios municipales “Municipal Services Building” – Oficina de la Escribana de la Ciudad “Town Clerk’s Office”, ubicado en 22358 S Ellsworth Road, Queen Creek, AZ 85142. Para que sus nombres aparezcan en la boleta electoral de la Elección Primaria, los candidatos deben registrar los documentos de nominación llenos y todos los otros materiales requeridos durante el Periodo de Registro, en el edificio de servicios municipales “Municipal Services Building” – Oficina de la Escribana de la Ciudad “Town Clerk’s Office”, ubicado en 22358 S Ellsworth Road, Queen Creek, AZ 85142.0

El Período de Registro para que los Candidatos registren sus documentos de nominación y otras formas de nominación deberá comenzar el lunes 11 de marzo de 2024. El Período de Registro para que los Candidatos registren sus documentos de nominación y otras formas de nominación deberá finalizar a las 5:00 p.m. del lunes 8 de abril de 2024.

Nada de lo dispuesto en esta Sección 3 se deberá interpretar como una abreviación de los requerimientos para los candidatos establecidos por las leyes y los reglamentos federales, estatales, y locales aplicables.

Sección 4: Lugares de Votación y Distritos Electorales

Los lugares de votación, los distritos electorales, y los horarios durante los cuales los lugares de votación estarán abiertos son identificados, asegurados, y establecidos por las leyes y los reglamentos federales, estatales, y locales aplicables.

APROBADA Y ADOPTADA por el Concilio Común del Pueblo de Queen Creek, Arizona, este 7º día de febrero de 2024.

POR EL PUEBLO DE QUEEN CREEK:

DOY FE:

Julia Wheatley, Alcaldesa

María González, Escribana del Pueblo

REVISADA POR:

APROBADA CON RESPECTO A SU
FORMA:

Bruce Gardner, Administrador del Pueblo

Dickinson Wright, PLLC
Abogados del Pueblo



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARIA GONZALEZ MMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 1562-24 AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH MARICOPA COUNTY AND PINAL COUNTY FOR 2024 ELECTION AND VOTER REGISTRATION SERVICES.

DATE: February 7, 2024

Suggested Action:

Approve Resolution 1562-24 authorizing the Mayor, Town Manager, Town Clerk, and Town Attorney to enter into intergovernmental agreements with Maricopa County and Pinal County for 2024 election and voter registration services.

Relevant Council Goal(s):

Effective Government

Discussion:

Staff is seeking authorization to enter into Intergovernmental Agreements with Maricopa County and Pinal County for Election and Voter Registration services for the 2024 Election Cycle.

Fiscal Impact:

The cost to conduct an election is based on the number of registered voters. Queen Creek's Primary and General Elections are consolidated on County/State ballots; therefore, the cost per ballot as of January 11, 2024 is estimated to be \$18,267 (\$0.50/ ballot in Maricopa County) and \$5,816.25 (\$0.75/ballot in Pinal County) for an approximate total of \$24,083.25. This is budgeted in the FY24/25 Budget pending final approval of the Town Council.

Alternatives:

Historically, the Town has worked with Maricopa and Pinal Counties for election administration. The Town could attempt to manage all election services and voter registration services; however, it would result in significant costs and risk to the Town as the Town does not currently possess the internal resources to manage the administrative requirements of conducting elections, and is unable to acquire those resources before the 2024 elections.

Attachment(s):

1. [Resolution 1562-24](#)
2. [IGA for Election Services_Pinal County](#)

RESOLUTION NO. 1562-24

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH MARICOPA COUNTY AND PINAL COUNTY FOR 2024 ELECTION AND VOTER REGISTRATION SERVICES.

WHEREAS, A.R.S. §§ 16-201 *et seq.* provides for the holding of a Primary election; and

WHEREAS, A.R.S. § 16-211 provides for the holding of a General election; and

WHEREAS, A.R.S. §§ 11-951 *et seq.* permits the Town of Queen Creek, Arizona (the “Town” to enter into Intergovernmental Agreements with other Public Agencies, as defined in A.R.S. § 11-951; and

WHEREAS, the Town wishes to enter into Intergovernmental Agreements with Maricopa County and Pinal County to facilitate election services and voter registration services for all elections held in 2024.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Town of Queen Creek, Arizona, as follows:

Section 1: The Mayor, Town Manager, Town Clerk and Town Attorney are hereby authorized and directed to do all acts, negotiate, and sign all documents necessary in connection with entering into Intergovernmental Agreements with Maricopa County and Pinal County for 2024 election and voter registration services.

PASSED AND ADOPTED by the Common Council of the Town of Queen Creek, Arizona, this 7th day of February, 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Dickinson Wright, PLLC
Town Attorneys

INTERGOVERNMENTAL AGREEMENT FOR ELECTIONS SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES (the “Agreement”) is entered into between the PINAL COUNTY BOARD OF SUPERVISORS, the PINAL COUNTY RECORDER, PINAL COUNTY ELECTIONS DEPARTMENT (collectively the “COUNTY”) and THE TOWN OF QUEEN CREEK, (the “JURISDICTION”). The County and the Jurisdiction may each be referred to individually as a “Party” or “party” and collectively as the “Parties” or “parties.”

WHEREAS, pursuant to A.R.S. §§11-952, 15-302(A)(7) and (A)(8), 16-205(C), 16-225, or 16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors, County Election Department and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

WHEREAS, the County and Jurisdiction have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder’s Office is in the public interest; and

WHEREAS, the County has agreed to provide election services to the election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct district based in-person elections unless expressly required by state or federal statute; and

WHEREAS, the Jurisdiction, as an election district wishes to enter into an agreement with the County for the provision of election services subject to the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Provision of Election Services.** The County hereby agrees to provide election services to the Jurisdiction for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of the Agreement. This Agreement shall apply to all categories of elections including but not limited to, primary, general, special and recall elections. Services to be provided by the County, and those that remain the responsibility of the Jurisdiction, are set forth in Section 2 of this Agreement.

2. **Parties’ Responsibilities.**
 - a. **Obligations of the Pinal County Election Department. The County agrees to:**

(** indicates that responsibility rests with the Election Department only if the Elections Department is acting as the filing officer and is required by Arizona Revised Statutes Titles 11, 15, 16 or 19):

1. Prepare ballot formats to be approved by the Jurisdiction.
2. Provide sample ballots to the Jurisdiction's election officer.
3. Provide sample ballots to the Jurisdiction's election officer, if required by applicable laws and regulations, for public distribution and issue them through the Jurisdiction.
4. Provide sufficient ballots to be used in each precinct.
5. Conduct logic and accuracy testing required by state law and publishing all legal notices required therewith.
6. **Provide nominating petitions and other necessary information to prospective candidates for board positions if acting as the filing officer pursuant to Arizona Revised Statutes.
7. **Accept candidates' nomination documents for filing if acting as filing officer pursuant to Arizona Revised Statutes.
8. **Accept candidates' financial disclosure statements if acting as filing officer pursuant to Arizona Revised Statutes.
9. **Accept all campaign statements and expenditure reports from candidates and/or candidates' campaign committees if acting as filing officer pursuant to Arizona Revised Statutes.
10. Prepare and issue certificates of election to candidates declared to be elected.
11. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment.
12. Cause the precinct election boards to utilize manual or electronic copies of precinct registers, prepared from the records of the Pinal County Recorder, for the purpose of identifying the elector qualified to vote in the current election.
13. Hire and train poll workers.

14. Administer hand count audit as required by A.R.S. § 16-602.
15. Administer post-election logic and accuracy testing.
16. The filing officer shall canvass the results of the election pursuant to Arizona Law.

b. Obligations of the Pinal County Recorder. The Pinal County Recorder agrees to:

1. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the Jurisdiction's limits. Said registers shall be prepared from the voter registration records of the Pinal County Recorder.

2. Early Voting

_____ By checking this box, the Jurisdiction authorizes and the Pinal County Recorder agrees to handle all early voting functions.

_____ By checking this box, the Jurisdiction indicates that it will be handling all Early Voting functions. The Pinal County Recorder agrees it will continue to provide the following

- a. A list of qualified electors who are eligible to vote early. Such lists are to be used solely by the Jurisdiction for Early Voting, or such other election related purposes as may be authorized by law.
 - b. A list of active early voters within the Jurisdiction that are to be automatically be mailed an early ballot. Such lists will be generated from the voter registration records of the Pinal County Recorder.
3. Perform signature verification on ballot affidavits and provisional ballots.

c. Obligations of the Jurisdiction. The Jurisdiction agrees to:

1. Provide the Pinal County Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
2. Return the 210 day Notice of Election to the Pinal County Elections Department indicating whether the current election will be in person, or vote by mail within 180 days of the election called by the Jurisdiction. If by mail,

fees will be charged pursuant to the current Elections Department Fee Schedule. Failure to respond by the date that is 180 days before the election will have the effect of placing the Jurisdiction's election on the next consolidated election date pursuant to A.R.S. 16-204.

3. Provide a certified list of measures and the order of appearance of the measures to the County Elections Department ninety (105) days prior to the election.
 4. Provide nomination petitions and other necessary information to prospective candidates for board or council positions.
 5. Publish all legal notices in connection with jurisdictional election with the exception of the logic and accuracy test notification as described in Section 2(a)(5) of this Agreement.
 6. If the jurisdiction chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. § 16-550(A). These copies can be provided by mail, hand delivery, or fax.
 7. Pay to the County, on a reimbursable basis, all costs of personnel, election material, and supplies extended by county pursuant to this Agreement, The Jurisdiction will make said payment to County within thirty (30) days after presentation by county of demand for said payment.
 8. Be the point of contact in investigating conditional provisional ballots.
3. **Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted in person. It shall be the responsibility of the Jurisdiction to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted in person. The County may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted in person. The County will not provide services for exclusively vote-by-mail elections during the state and primary general elections, or any special election called by the legislature, which requires in person voting.
4. **Cancellation of Certain Elections.** As provided in A.R.S. §16-410, if the number of candidates is less than or equal to the number to be elected, the Pinal County Board of

Supervisors, may cancel the election no earlier than one hundred five (105) days before the election and appoint the person(s) who filed the nomination petition/paper to fill the position(s). The County shall place all such races on a Pinal County Board of Supervisors agenda for approval of cancellation unless written notice from the Jurisdiction is received by the County Officer in Charge of Elections on or before one hundred twenty (120) days before the election.

5. **Compensation.**

- a. **Fees.** The Jurisdiction shall compensate the County for election services provided pursuant to the Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Pinal County District Fee Schedule. Any additional services required by the Jurisdiction will result in additional charges. Additional services include, but are not limited to, the following: court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the County to incur increased costs or expenses. In the event that additional services are requested, the Jurisdiction should refer to unit hourly pricing information set forth on the fee schedule. The County reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the County's website. Revised fee schedules will supersede prior fee schedule and be incorporated in this Agreement at the time of revision.
 - b. **Late Fees.** Payment in full for all costs associated with the provision of services pursuant to this Agreement shall be made no later than thirty (30) days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the County shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.
 - c. **Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement.
6. **Conduct of Elections.** It shall be the responsibility of the County to ensure that all legal requirements of its obligations pursuant to this Agreement have been met, and the County agrees it will use its best efforts to provide election services pursuant to the Agreement in a capable and competent manner. It shall be the responsibility of the Jurisdiction to confirm that all legal requirements have been met in connection with all other activities related to a given election. Upon request, the County will provide to the Jurisdiction, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the Jurisdiction's review and approval. The Jurisdiction may provide to the County all informational materials or other election-related documents

generated by the Jurisdiction for review by the County prior to the distribution of such materials or documents.

7. **Term of Agreement.** This Agreement shall become effective on the next day after the last party has signed the agreement and shall expire on December 31, 2026.

8. **Termination.**

a. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the parties.

9. **Breach.**

a. **Notice.** In the event of a breach of any term or condition of this agreement, the Party claiming breach (the “Aggrieved Party”) shall provide written notice to the other Party (the “Breaching Party”) specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days after notice is mailed to the Breaching Party at the address provided herein, the Aggrieved Party is entitled to seek all rights and remedies available at law or in equity, including but not limited to injunctive relief as described in Section 9(b). Further, in the event the Aggrieved Party determines, in its reasonable discretion, that irreparable damage may occur in the fifteen-day cure period, the Aggrieved Party may designate a shortened cure period in its notice of breach, or seek immediate relief as described in Section 9(b).

b. **Injunctive Relief.** The parties acknowledge that, with the exception of those obligations set forth in Sections 2(c)(7) and 5, in the event any party fails to perform, observe, or discharge any of its obligations or liabilities under this Agreement, or threatens to fail to perform, observe, or discharge such obligations or liabilities, any remedy at law will be inadequate and the aggrieved party will be irreparably damaged. Each of the parties therefore agrees that in the event of such breach and failure to cure, the aggrieved party is entitled to seek temporary and permanent injunctive in a court of competent jurisdiction without the necessity of proving that actual damages are not an adequate remedy, and without the requirement to post bond. These injunctive remedies are cumulative and are in addition to any other rights either party may have at law or equity.

10. **Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

11. **Non-appropriation of Funds.** The parties recognize that the County and Jurisdiction are governmental entities and this Agreement’s validity is based upon the availability of public

funding. In the event public funds are not appropriated for the performance of either or both parties' obligations under this Agreement, then the County or Jurisdiction, as appropriate, shall notify the other party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to either party. If the County's or Jurisdiction's allocation of funds are reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation of either party.

12. **Non-Discrimination.** The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, nation origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the American's With Disabilities Act (ADA).
13. **E-Verify; Governmental Procurement.** The parties hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees and with the requirements of A.R.S. §23-214 and 41-4401 (together the "state and federal immigration laws"). A breach of the foregoing warranty shall be deemed a material breach of this Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. The Parties further agree to ensure that each subcontractor that performs any work under this Agreement, likewise complies with the state and federal immigration laws at all times during the term of this Agreement. The Parties retain legal right to inspect the papers of any contractor or subcontractor in order to verify such party's compliance with the state and federal immigration laws.
14. **Indemnification.** To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents and employees (collectively "Indemnitee") without limitation from and against any and all claims, damages, losses, liabilities, fees, fines, costs, or expenses (including, but not limited to attorney fees, court costs, and cost of appellate proceedings) ("Claims"), to the extent the Claims relate to, arise from, or are caused by, in whole or in part, the acts or omissions of the Indemnitor. Indemnitor's duty to defend, indemnify and hold harmless Indemnitee shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines or expenses, that are attributable to bodily injury, personal injury, sickness, disease, death, or damage to, or destruction of tangible or intangible property including the loss of therefrom caused in whole or in part by any act, error, mistake or omission of Indemnitor, its departments, officers, officials, employees, agents, vendors, subcontractors or anyone for whose acts Indemnitor may be liable. Indemnitor agrees to waive all rights of subrogation against Indemnitee. The obligations under this Paragraph shall survive the termination of this Agreement.

15. **Property Disposition.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than thirty (30) calendar days from the effective date of termination of this Agreement.
16. **Governing Law.** This Agreement and any and all exhibits, attachments, amendments and addendums shall be construed under the laws of the State of Arizona and by applicable federal statute. Any changes in governing laws, rules and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
17. **Material Change in Law, Rule or Regulation.** In the event of adoption of legislation, regulations, or instruction or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.
18. **Compliance with Law.** The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws. Non-compliance with any election law shall be deemed a material breach of this Agreement.
19. **Severability.** In the event that any portion of this Agreement or application thereof to the County, District, person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end of the provision declared severable.
20. **Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right or duty in this Agreement does not constitute a waiver of any term, covenant, condition, right or duty nor is deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. NO single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right or duty.
21. **Alternate Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement may be resolved through the use of arbitration.

22. **Waiver of Jury Trial.** The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
23. **Notices.** All notices required by this Agreement, such as notice of termination, shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received. All communications regarding services provided pursuant to this Agreement shall be directed to the following:

<p>COUNTY:</p> <p>Kelly Pile</p> <p>Elections Operations Manager</p> <p>168 S. Main Street Coolidge, AZ 85128</p> <p>(520) 866-7550</p> <p>kelly.pile@pinal.gov</p>	<p>JURISDICTION:</p> <p>Maria Gonzalez</p> <p>Town Clerk</p> <p>Address: 22358 S Ellsworth Road Queen Creek, AZ 85142</p> <p>(480) 358-3210</p> <p>maria.gonzalez@queencreekaz.gov</p>
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24. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are part of this Agreement as if fully set forth herein.
25. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
26. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the County or the Jurisdiction. This Agreement is not intended to benefit any third party.
27. **Assignment.** No party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other parties. No party may delegate any performance under this Agreement, except with the prior written consent of the other parties. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.

28. **Parol Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
29. **Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right or duty in this Agreement does not constitute a waiver of any term, covenant, condition, right or duty, or is it deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other of further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right or duty.
30. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed an original, but all of them together shall represent one and the same agreement.
31. **Entire Agreement.** This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all parties.
32. **Legal Agreement.** This Agreement is a binding legal document, and each Party warrants that it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.
33. **Binding Effect.** This agreement shall not be legally binding upon either party until signed by the Pinal County Recorder, Pinal County Chair of the Board of Supervisors, and the Jurisdiction.

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TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: HEATHER WILKEY, INTERGOVERNMENTAL RELATIONS DIRECTOR

RE: CONSIDERATION AND POSSIBLE POSITION OF SUPPORT FOR THE STRIKE EVERYTHING AMENDMENT TO SENATE BILL 1183 BRASS KNUCKLES; PROHIBITED WEAPONS WITH AN AMENDMENT LIMITING THE PROHIBITION TO MINORS.

DATE: February 7, 2024

Suggested Action:

Move to approve support for the strike-everything amendment offered to Senate Bill 1183 Brass Knuckles; Prohibited Weapons with an amendment limiting the prohibition to minors.

Relevant Council Goal(s):

Effective Government, Safe Community

Discussion:

On February 1, 2024, Senator John Kavanagh (R- Fountain Hills) introduced a strike-everything amendment to Senate Bill 1183 in the Senate Judiciary Committee. The strike-everything amendment contained the following provisions:

- Modifies the definition of prohibited weapon to include brass knuckles.
- Classifies the manufacturing, possessing, transporting, selling or transferring of brass knuckles as a class 1 misdemeanor.
- Defines brass knuckles as a device made of metal, plastic or any hard material designed to fit over and around the knuckles of the human hand to enhance the power of a punch.

A class 1 misdemeanor carries a maximum imprisonment sentence of six months and a civil penalty of not more than \$2,500 (A.R.S. § 13-707 and 13-802). The bill passed the committee by a vote of 7-0.

Senator Anthony Kern (R-Glendale) ran an amendment to the bill, that ultimately was withdrawn, which would have limited the prohibition to minors, only. If this amendment is added on the floor of the Senate, it is proposed that the Town officially support the legislation. Town staff is seeking authorization on this action, as it is outside the purview of the 2024 Council adopted Legislative Guiding Principles and the item was brought forth by Mayor Wheatley & Councilmember Brown.

Fiscal Impact:

There is no fiscal impact to the Town associated with a position on the strike-everything amendment to Senate Bill 1183.

Alternatives:

The Town Council may choose to:

- a) not adopt a position of support with the amendment; or
- b) adopt a position of support with alternative criteria for an amendment.

Attachment(s):

1. [SB 1183.pdf](#)
2. [SB 1183 KERN amendment.pdf](#)

COMMITTEE ON JUDICIARY
SENATE AMENDMENTS TO S.B. 1183
(Reference to printed bill)

1 Strike everything after the enacting clause and insert:

2 "Section 1. Section 13-925, Arizona Revised Statutes, is amended to
3 read:

4 13-925. Restoration of right to possess a firearm; mentally
5 ill persons; petition

6 A. A person may petition the court that entered an order, finding or
7 adjudication that resulted in the person being a prohibited possessor as
8 defined in section 13-3101, subsection A, paragraph ~~7~~ 8, subdivision (a)
9 or subject to 18 United States Code section 922(d)(4) or (g)(4) to restore
10 the person's right to possess a firearm.

11 B. The person or the person's guardian or attorney may file the
12 petition. The petition shall be served on the attorney for the state who
13 appeared in the underlying case.

14 C. On the filing of the petition the court shall set a hearing. At
15 the hearing, the person shall present psychological or psychiatric evidence
16 in support of the petition. The state shall provide the court with the
17 person's criminal history records, if any. The court shall receive
18 evidence on and consider the following before granting or denying the
19 petition:

20 1. The circumstances that resulted in the person being a prohibited
21 possessor as defined in section 13-3101, subsection A, paragraph ~~7~~ 8,
22 subdivision (a) or subject to 18 United States Code section 922(d)(4) or
23 (g)(4).

24 2. The person's record, including the person's mental health record
25 and criminal history record, if any.

1 3. The person's reputation based on character witness statements,
2 testimony or other character evidence.

3 4. Whether the person is a danger to self or others or has A
4 persistent, acute or grave ~~disabilities~~ DISABILITY or whether the
5 circumstances that led to the original order, adjudication or finding
6 remain in effect.

7 5. Any change in the person's condition or circumstances that is
8 relevant to the relief sought.

9 6. Any other evidence deemed admissible by the court.

10 D. The petitioner shall prove by clear and convincing evidence both
11 of the following:

12 1. The petitioner is not likely to act in a manner that is dangerous
13 to public safety.

14 2. Granting the requested relief is not contrary to the public
15 interest.

16 E. At the conclusion of the hearing, the court shall issue findings
17 of fact and conclusions of law.

18 F. If the court grants the petition for relief, the original order,
19 finding or adjudication is deemed not to have occurred for the purposes of
20 applying section 13-3101, subsection A, paragraph ~~7~~ 8, subdivision (a),
21 Public Law 110-180, section 105(a) or 18 United States Code section
22 922(d)(4) or (g)(4) to that person.

23 G. The granting of a petition under this section only restores the
24 person's right to possess a firearm and does not apply to and has no effect
25 on any other rights or benefits the person receives.

26 H. The court shall promptly notify the supreme court and the
27 department of public safety of an order granting a petition under this
28 section. As soon thereafter as practicable the supreme court and the
29 department shall update, correct, modify or remove the person's record in
30 any database that the supreme court or the department maintains and makes
31 available to the national instant criminal background check system
32 consistent with the rules pertaining to the database. Within ten business

1 days after receiving the notification from the court, the department shall
2 notify the United States attorney general that the person no longer falls
3 within the provisions of section 13-3101, subsection A, paragraph ~~7~~ 8,
4 subdivision (a) or 18 United States Code section 922(d)(4) or (g)(4).

5 Sec. 2. Section 13-3101, Arizona Revised Statutes, is amended to
6 read:

7 13-3101. Definitions

8 A. In this chapter, unless the context otherwise requires:

9 1. "BRASS KNUCKLES" MEANS A DEVICE MADE OF METAL, PLASTIC OR ANY
10 HARD MATERIAL DESIGNED TO FIT OVER AND AROUND THE KNUCKLES OF THE HUMAN
11 HAND TO ENHANCE THE POWER OF A PUNCH.

12 ~~1.~~ 2. "Deadly weapon" means anything that is designed for lethal
13 use. The term includes a firearm.

14 ~~2.~~ 3. "Deface" means to remove, alter or destroy the manufacturer's
15 serial number.

16 ~~3.~~ 4. "Explosive" means any dynamite, nitroglycerine, black powder,
17 or other similar explosive material, including plastic explosives.
18 Explosive does not include ammunition or ammunition components such as
19 primers, percussion caps, smokeless powder, black powder and black powder
20 substitutes used for hand loading purposes.

21 ~~4.~~ 5. "Firearm" means any loaded or unloaded handgun, pistol,
22 revolver, rifle, shotgun or other weapon that will expel, is designed to
23 expel or may readily be converted to expel a projectile by the action of an
24 explosive. Firearm does not include a firearm in permanently inoperable
25 condition.

26 ~~5.~~ 6. "Improvised explosive device" means a device that
27 incorporates explosives or destructive, lethal, noxious, pyrotechnic or
28 incendiary chemicals and that is designed to destroy, disfigure, terrify or
29 harass.

30 ~~6.~~ 7. "Occupied structure" means any building, object, vehicle,
31 watercraft, aircraft or place with sides and a floor that is separately
32 securable from any other structure attached to it, that is used for

1 lodging, business, transportation, recreation or storage and in which one
2 or more human beings either are or are likely to be present or so near as
3 to be in equivalent danger at the time the discharge of a firearm occurs.
4 Occupied structure includes any dwelling house, whether occupied,
5 unoccupied or vacant.

6 ~~7.~~ 8. "Prohibited possessor" means any person:

7 (a) Who has been found to constitute a danger to self or to others
8 or to have a persistent or acute disability or grave disability pursuant to
9 court order pursuant to section 36-540, and whose right to possess a
10 firearm has not been restored pursuant to section 13-925.

11 (b) Who has been convicted within or without this state of a felony
12 or who has been adjudicated delinquent for a felony and whose civil right
13 to possess or carry a firearm has not been restored.

14 (c) Who is at the time of possession serving a term of imprisonment
15 in any correctional or detention facility.

16 (d) Who is at the time of possession serving a term of probation
17 pursuant to a conviction for a domestic violence offense as defined in
18 section 13-3601 or a felony offense, parole, community supervision, work
19 furlough, home arrest or release on any other basis or who is serving a
20 term of probation or parole pursuant to the interstate compact under title
21 31, chapter 3, article 4.1.

22 (e) Who is an undocumented alien or a nonimmigrant alien traveling
23 with or without documentation in this state for business or pleasure or who
24 is studying in this state and who maintains a foreign residence abroad.
25 This subdivision does not apply to:

26 (i) Nonimmigrant aliens who possess a valid hunting license or
27 permit that is lawfully issued by a state in the United States.

28 (ii) Nonimmigrant aliens who enter the United States to participate
29 in a competitive target shooting event or to display firearms at a sports
30 or hunting trade show that is sponsored by a national, state or local
31 firearms trade organization devoted to the competitive use or other
32 sporting use of firearms.

1 (iii) Certain diplomats.

2 (iv) Officials of foreign governments or distinguished foreign
3 visitors who are designated by the United States department of state.

4 (v) Persons who have received a waiver from the United States
5 attorney general.

6 (f) Who has been found incompetent pursuant to rule 11, Arizona
7 rules of criminal procedure, and who subsequently has not been found
8 competent.

9 (g) Who is found guilty except insane.

10 ~~8.~~ 9. "Prohibited weapon":

11 (a) Includes the following:

12 (i) An item that is a bomb, grenade, rocket having a propellant
13 charge of more than four ounces or mine and that is explosive, incendiary
14 or poison gas.

15 (ii) A device that is designed, made or adapted to muffle the report
16 of a firearm.

17 (iii) A firearm that is capable of shooting more than one shot
18 automatically, without manual reloading, by a single function of the
19 trigger.

20 (iv) A rifle with a barrel length of less than sixteen inches, or
21 shotgun with a barrel length of less than eighteen inches, or any firearm
22 that is made from a rifle or shotgun and that, as modified, has an overall
23 length of less than twenty-six inches.

24 (v) A breakable container that contains a flammable liquid with a
25 flash point of one hundred fifty degrees Fahrenheit or less and that has a
26 wick or similar device capable of being ignited.

27 (vi) A chemical or combination of chemicals, compounds or materials,
28 including dry ice, that is possessed or manufactured for the purpose of
29 generating a gas to cause a mechanical failure, rupture or bursting or an
30 explosion or detonation of the chemical or combination of chemicals,
31 compounds or materials.

1 (vii) An improvised explosive device.

2 (viii) Any combination of parts or materials that is designed and
3 intended for use in making or converting a device into an item set forth in
4 item (i), (v) or (vii) of this subdivision.

5 (ix) BRASS KNUCKLES.

6 (b) Does not include:

7 (i) Any fireworks that are imported, distributed or used in
8 compliance with state laws or local ordinances.

9 (ii) Any propellant, propellant actuated devices or propellant
10 actuated industrial tools that are manufactured, imported or distributed
11 for their intended purposes.

12 (iii) A device that is commercially manufactured primarily for the
13 purpose of illumination.

14 ~~9~~ 10. "Trafficking" means to sell, transfer, distribute, dispense
15 or otherwise dispose of a weapon or explosive to another person, or to buy,
16 receive, possess or obtain control of a weapon or explosive, with the
17 intent to sell, transfer, distribute, dispense or otherwise dispose of the
18 weapon or explosive to another person.

19 B. The items set forth in subsection A, paragraph ~~8~~ 9, subdivision
20 (a), items (i), (ii), (iii) and (iv) of this section do not include any
21 firearms or devices that are possessed, manufactured or transferred in
22 compliance with federal law.

23 Sec. 3. Section 13-3102, Arizona Revised Statutes, is amended to
24 read:

25 13-3102. Misconduct involving weapons; defenses;
26 classification; definitions

27 A. A person commits misconduct involving weapons by knowingly:

28 1. Carrying a deadly weapon except a pocket knife concealed on his
29 person or within his immediate control in or on a means of transportation:

30 (a) In the furtherance of a serious offense as defined in section
31 13-706, a violent crime as defined in section 13-901.03 or any other felony
32 offense; or

1 (b) When contacted by a law enforcement officer and failing to
2 accurately answer the officer if the officer asks whether the person is
3 carrying a concealed deadly weapon; or

4 2. Carrying a deadly weapon except a pocket knife concealed on his
5 person or concealed within his immediate control in or on a means of
6 transportation if the person is under twenty-one years of age; or

7 3. Manufacturing, possessing, transporting, selling or transferring
8 a prohibited weapon, except that if the violation involves dry ice, a
9 person commits misconduct involving weapons by knowingly possessing the dry
10 ice with the intent to cause injury to or death of another person or to
11 cause damage to the property of another person; or

12 4. Possessing a deadly weapon or prohibited weapon if such person is
13 a prohibited possessor; or

14 5. Selling or transferring a deadly weapon to a prohibited
15 possessor; or

16 6. Defacing a deadly weapon; or

17 7. Possessing a defaced deadly weapon knowing the deadly weapon was
18 defaced; or

19 8. Using or possessing a deadly weapon during the commission of any
20 felony offense included in chapter 34 of this title; or

21 9. Discharging a firearm at an occupied structure in order to
22 assist, promote or further the interests of a criminal street gang, a
23 criminal syndicate or a racketeering enterprise; or

24 10. Unless specifically authorized by law, entering any public
25 establishment or attending any public event and carrying a deadly weapon on
26 his person after a reasonable request by the operator of the establishment
27 or the sponsor of the event or the sponsor's agent to remove his weapon and
28 place it in the custody of the operator of the establishment or the sponsor
29 of the event for temporary and secure storage of the weapon pursuant to
30 section 13-3102.01; or

31 11. Unless specifically authorized by law, entering an election
32 polling place on the day of any election carrying a deadly weapon; or

1 12. Possessing a deadly weapon on school grounds; or

2 13. Unless specifically authorized by law, entering a nuclear or
3 hydroelectric generating station carrying a deadly weapon on his person or
4 within the immediate control of any person; or

5 14. Supplying, selling or giving possession or control of a firearm
6 to another person if the person knows or has reason to know that the other
7 person would use the firearm in the commission of any felony; or

8 15. Using, possessing or exercising control over a deadly weapon in
9 furtherance of any act of terrorism as defined in section 13-2301 or
10 possessing or exercising control over a deadly weapon knowing or having
11 reason to know that it will be used to facilitate any act of terrorism as
12 defined in section 13-2301; or

13 16. Trafficking in weapons or explosives for financial gain in order
14 to assist, promote or further the interests of a criminal street gang, a
15 criminal syndicate or a racketeering enterprise.

16 B. Subsection A, paragraph 2 of this section shall not apply to:

17 1. A person in his dwelling, on his business premises or on real
18 property owned or leased by that person or that person's parent,
19 grandparent or legal guardian.

20 2. A member of the sheriff's volunteer posse or reserve organization
21 who has received and passed firearms training that is approved by the
22 Arizona peace officer standards and training board and who is authorized by
23 the sheriff to carry a concealed weapon pursuant to section 11-441.

24 3. A firearm that is carried in:

25 (a) A manner where any portion of the firearm or holster in which
26 the firearm is carried is visible.

27 (b) A holster that is wholly or partially visible.

28 (c) A scabbard or case designed for carrying weapons that is wholly
29 or partially visible.

30 (d) Luggage.

1 (e) A case, holster, scabbard, pack or luggage that is carried
2 within a means of transportation or within a storage compartment, map
3 pocket, trunk or glove compartment of a means of transportation.

4 C. Subsection A, paragraphs 2, 3, 7, 10, 11, 12 and 13 of this
5 section shall not apply to:

6 1. A peace officer or any person summoned by any peace officer to
7 assist and while actually assisting in the performance of official duties;
8 or

9 2. A member of the military forces of the United States or of any
10 state of the United States in the performance of official duties; or

11 3. A warden, deputy warden, community correctional officer,
12 detention officer, special investigator or correctional officer of the
13 state department of corrections or the department of juvenile corrections;
14 or

15 4. A person specifically licensed, authorized or permitted pursuant
16 to a statute of this state or of the United States.

17 D. Subsection A, paragraph 10 of this section does not apply to an
18 elected or appointed judicial officer in the court facility where the
19 judicial officer works if the judicial officer has demonstrated competence
20 with a firearm as prescribed in section 13-3112, subsection N, except that
21 the judicial officer shall comply with any rule or policy adopted by the
22 presiding judge of the superior court while in the court facility. For the
23 purposes of this subsection, appointed judicial officer does not include a
24 hearing officer or a judicial officer pro tempore who is not a full-time
25 officer.

26 E. Subsection A, paragraphs 3 and 7 of this section shall not apply
27 to:

28 1. The possessing, transporting, selling or transferring of weapons
29 by a museum as a part of its collection or an educational institution for
30 educational purposes or by an authorized employee of such museum or
31 institution, if:

1 (a) Such museum or institution is operated by the United States or
2 this state or a political subdivision of this state, or by an organization
3 described in 26 United States Code section 170(c) as a recipient of a
4 charitable contribution; and

5 (b) Reasonable precautions are taken with respect to theft or misuse
6 of such material.

7 2. The regular and lawful transporting as merchandise; or

8 3. Acquisition by a person by operation of law such as by gift,
9 devise or descent or in a fiduciary capacity as a recipient of the property
10 or former property of an insolvent, incapacitated or deceased person.

11 F. Subsection A, paragraph 3 of this section shall not apply to the
12 merchandise of an authorized manufacturer of or dealer in prohibited
13 weapons, when such material is intended to be manufactured, possessed,
14 transported, sold or transferred solely for or to a dealer, a regularly
15 constituted or appointed state, county or municipal police department or
16 police officer, a detention facility, the military service of this or
17 another state or the United States, a museum or educational institution or
18 a person specifically licensed or permitted pursuant to federal or state
19 law.

20 G. Subsection A, paragraph 10 of this section shall not apply to
21 shooting ranges or shooting events, hunting areas or similar locations or
22 activities.

23 H. Subsection A, paragraph 12 of this section shall not apply to a
24 weapon if ~~such~~ THE weapon is possessed for the purposes of preparing for,
25 conducting or participating in hunter or firearm safety courses.

26 I. Subsection A, paragraph 12 of this section shall not apply to the
27 possession of a:

28 1. Firearm that is not loaded and that is carried within a means of
29 transportation under the control of an adult provided that if the adult
30 leaves the means of transportation the firearm shall not be visible from
31 the outside of the means of transportation and the means of transportation
32 shall be locked.

1 2. Firearm for use on the school grounds in a program approved by a
2 school.

3 3. Firearm by a person who possesses a certificate of firearms
4 proficiency pursuant to section 13-3112, subsection T and who is authorized
5 to carry a concealed firearm pursuant to the law enforcement officers
6 safety act of 2004 (P.L. 108-277; 118 Stat. 865; 18 United States Code
7 sections 926B and 926C).

8 J. Subsection A, paragraphs 2, 3, 7 and 13 of this section shall not
9 apply to commercial nuclear generating station armed nuclear security
10 guards during the performance of official duties or during any security
11 training exercises sponsored by the commercial nuclear generating station
12 or local, state or federal authorities.

13 K. The operator of the establishment or the sponsor of the event or
14 the employee of the operator or sponsor or the agent of the sponsor,
15 including a public entity or public employee, is not liable for acts or
16 omissions pursuant to subsection A, paragraph 10 of this section unless the
17 operator, sponsor, employee or agent intended to cause injury or was
18 grossly negligent.

19 L. If a law enforcement officer contacts a person who is in
20 possession of a firearm, the law enforcement officer may take temporary
21 custody of the firearm for the duration of that contact.

22 M. Misconduct involving weapons under subsection A, paragraph 15 of
23 this section is a class 2 felony. Misconduct involving weapons under
24 subsection A, paragraph 9, 14 or 16 of this section is a class 3 felony.
25 Misconduct involving weapons under subsection A, paragraph 3, 4, 8 or 13 of
26 this section is a class 4 felony EXCEPT THAT MISCONDUCT INVOLVING WEAPONS
27 UNDER SUBSECTION A, PARAGRAPH 3 OF THIS SECTION IS A CLASS 1 MISDEMEANOR IF
28 THE PROHIBITED WEAPON IS BRASS KNUCKLES. Misconduct involving weapons
29 under subsection A, paragraph 12 of this section is a class 1 misdemeanor
30 unless the violation occurs in connection with conduct that violates
31 section 13-2308, subsection A, paragraph 5, section 13-2312, subsection C,
32 section 13-3409 or section 13-3411, in which case the offense is a class 6

1 felony. Misconduct involving weapons under subsection A, paragraph 1,
2 subdivision (a) of this section or subsection A, paragraph 5, 6 or 7 of
3 this section is a class 6 felony. Misconduct involving weapons under
4 subsection A, paragraph 1, subdivision (b) of this section or subsection A,
5 paragraph 10 or 11 of this section is a class 1 misdemeanor. Misconduct
6 involving weapons under subsection A, paragraph 2 of this section is a
7 class 3 misdemeanor.

8 N. For the purposes of this section:

9 1. "Contacted by a law enforcement officer" means a lawful traffic
10 or criminal investigation, arrest or detention or an investigatory stop by
11 a law enforcement officer that is based on reasonable suspicion that an
12 offense has been or is about to be committed.

13 2. "Public establishment" means a structure, vehicle or craft that
14 is owned, leased or operated by this state or a political subdivision of
15 this state.

16 3. "Public event" means a specifically named or sponsored event of
17 limited duration that is either conducted by a public entity or conducted
18 by a private entity with a permit or license granted by a public entity.
19 Public event does not include an unsponsored gathering of people in a
20 public place.

21 4. "School" means a public or nonpublic kindergarten program, common
22 school or high school.

23 5. "School grounds" means in, or on the grounds of, a school.

24 Sec. 4. Section 13-3110, Arizona Revised Statutes, is amended to
25 read:

26 13-3110. Misconduct involving simulated explosive devices;
27 classification; definition

28 A. A person commits misconduct involving simulated explosive devices
29 by intentionally giving or sending to another person or placing in a
30 private or public place a simulated explosive device with the intent to
31 terrify, intimidate, threaten or harass.

1 B. The placing or sending of a simulated explosive device without
2 written notice attached to the device in a conspicuous place that the
3 device has been rendered inert and is possessed for the purpose of curio or
4 relic collection, display or other similar purpose is prima facie evidence
5 of intent to terrify, intimidate, threaten or harass.

6 C. Misconduct involving simulated explosive devices is a class 5
7 felony.

8 D. For the purposes of this section, "simulated explosive device"
9 means a simulation of a prohibited weapon described in section 13-3101,
10 subsection A, paragraph ~~8~~ 9, subdivision (a), item (i), (v) or (vii) that
11 a reasonable person would believe is such a prohibited weapon.

12 Sec. 5. Section 13-3112, Arizona Revised Statutes, is amended to
13 read:

14 13-3112. Concealed weapons; qualification; application; permit
15 to carry; civil penalty; report; applicability

16 A. The department of public safety shall issue a permit to carry a
17 concealed weapon to a person who is qualified under this section. The
18 person shall carry the permit at all times when the person is in actual
19 possession of the concealed weapon and is required by section 4-229 or
20 4-244 to carry the permit. If the person is in actual possession of the
21 concealed weapon and is required by section 4-229 or 4-244 to carry the
22 permit, the person shall present the permit for inspection to any law
23 enforcement officer on request.

24 B. The permit of a person who is arrested or indicted for an offense
25 that would make the person unqualified under section 13-3101, subsection A,
26 paragraph ~~7~~ 8 or this section shall be immediately suspended and
27 seized. The permit of a person who becomes unqualified on conviction of
28 that offense shall be revoked. The permit shall be restored on
29 presentation of documentation from the court if the permittee is found not
30 guilty or the charges are dismissed. The permit shall be restored on
31 presentation of documentation from the county attorney that the charges
32 against the permittee were dropped or dismissed.

1 C. A permittee who carries a concealed weapon, who is required by
2 section 4-229 or 4-244 to carry a permit and who fails to present the
3 permit for inspection on the request of a law enforcement officer commits
4 a violation of this subsection and is subject to a civil penalty of not
5 more than \$300. The department of public safety shall be notified of all
6 violations of this subsection and shall immediately suspend the permit. A
7 permittee shall not be convicted of a violation of this subsection if the
8 permittee produces to the court a legible permit that is issued to the
9 permittee and that was valid at the time the permittee failed to present
10 the permit for inspection.

11 D. A law enforcement officer shall not confiscate or forfeit a
12 weapon that is otherwise lawfully possessed by a permittee whose permit is
13 suspended pursuant to subsection C of this section, except that a law
14 enforcement officer may take temporary custody of a firearm during an
15 investigatory stop of the permittee.

16 E. The department of public safety shall issue a permit to an
17 applicant who meets all of the following conditions:

18 1. Is a resident of this state or a United States citizen.

19 2. Is twenty-one years of age or older or is at least nineteen years
20 of age and provides evidence of current military service or proof of
21 honorable discharge or general discharge under honorable conditions from
22 the United States armed forces, the United States armed forces reserve or a
23 state national guard.

24 3. Is not under indictment for and has not been convicted in any
25 jurisdiction of a felony unless that conviction has been expunged, set
26 aside or vacated or the applicant's rights have been restored and the
27 applicant is currently not a prohibited possessor under state or federal
28 law.

29 4. Does not suffer from mental illness and has not been adjudicated
30 mentally incompetent or committed to a mental institution.

31 5. Is not unlawfully present in the United States.

1 6. Has ever demonstrated competence with a firearm as prescribed by
2 subsection N of this section and provides adequate documentation that the
3 person has satisfactorily completed a training program or demonstrated
4 competence with a firearm in any state or political subdivision in the
5 United States. For the purposes of this paragraph, "adequate
6 documentation" means:

7 (a) A current or expired permit issued by the department of public
8 safety pursuant to this section.

9 (b) An original or copy of a certificate, card or document that
10 shows the applicant has ever completed any course or class prescribed by
11 subsection N of this section or an affidavit from the instructor, school,
12 club or organization that conducted or taught the course or class attesting
13 to the applicant's completion of the course or class.

14 (c) An original or a copy of a United States department of defense
15 form 214 (DD-214) indicating an honorable discharge or general discharge
16 under honorable conditions, a certificate of completion of basic training
17 or any other document demonstrating proof of the applicant's current or
18 former service in the United States armed forces as prescribed by
19 subsection N, paragraph 5 of this section.

20 (d) An original or a copy of a concealed weapon, firearm or handgun
21 permit or a license as prescribed by subsection N, paragraph 6 of this
22 section.

23 F. The application shall be completed on a form prescribed by the
24 department of public safety. The form shall not require the applicant to
25 disclose the type of firearm for which a permit is sought. The applicant
26 shall attest under penalty of perjury that all of the statements made by
27 the applicant are true, that the applicant has been furnished a copy of
28 this chapter and chapter 4 of this title and that the applicant is
29 knowledgeable about the provisions contained in those chapters. The
30 applicant shall submit the application to the department with any
31 documentation prescribed by subsection E of this section, two sets of

1 fingerprints and a reasonable fee determined by the director of the
2 department.

3 G. On receipt of a concealed weapon permit application, the
4 department of public safety shall conduct a check of the applicant's
5 criminal history record pursuant to section 41-1750. The department of
6 public safety may exchange fingerprint card information with the federal
7 bureau of investigation for federal criminal history record checks.

8 H. The department of public safety shall complete all of the
9 required qualification checks within sixty days after receiving the
10 application and shall issue a permit within fifteen working days after
11 completing the qualification checks if the applicant meets all of the
12 conditions specified in subsection E of this section. If a permit is
13 denied, the department of public safety shall notify the applicant in
14 writing within fifteen working days after completing all of the required
15 qualification checks and shall state the reasons why the application was
16 denied. On receipt of the notification of the denial, the applicant has
17 twenty days to submit any additional documentation to the department. On
18 receipt of the additional documentation, the department shall reconsider
19 its decision and inform the applicant within twenty days of the result of
20 the reconsideration. If denied, the applicant shall be informed that the
21 applicant may request a hearing pursuant to title 41, chapter 6,
22 article 10. For the purposes of this subsection, "receiving the
23 application" means the first day that the department has physical control
24 of the application and that is presumed to be on the date of delivery as
25 evidenced by proof of delivery by the United States postal service or a
26 written receipt, which shall be provided by the department on request of
27 the applicant.

28 I. On issuance, a permit is valid for five years, except a permit
29 that is held by a member of the United States armed forces, including a
30 member of the Arizona national guard or a member of the reserves of any
31 military establishment of the United States, who is on federal active duty

1 and who is deployed overseas shall be extended until ninety days after the
2 end of the member's overseas deployment.

3 J. The department of public safety shall maintain a computerized
4 permit record system that is accessible to criminal justice agencies for
5 the purpose of confirming the permit status of any person who is contacted
6 by a law enforcement officer and who claims to hold a valid permit issued
7 by this state. This information and any other records that are maintained
8 regarding applicants, permit holders or instructors shall not be available
9 to any other person or entity except on an order from a state or federal
10 court. A criminal justice agency shall not use the computerized permit
11 record system to conduct inquiries on whether a person is a concealed
12 weapons permit holder unless the criminal justice agency has reasonable
13 suspicion to believe the person is carrying a concealed weapon and the
14 person is subject to a lawful criminal investigation, arrest, detention or
15 investigatory stop.

16 K. A permit issued pursuant to this section is renewable every five
17 years. At least sixty days before the expiration date of a permit, the
18 department of public safety shall send a renewal reminder notice and
19 renewal application form to the permit holder. Before a permit may be
20 renewed, a criminal history records check shall be conducted pursuant to
21 section 41-1750 within sixty days after receipt of the application for
22 renewal. For the purposes of permit renewal, the permit holder is not
23 required to submit additional fingerprints.

24 L. Applications for renewal shall be accompanied by a fee determined
25 by the director of the department of public safety.

26 M. The department of public safety shall suspend or revoke a permit
27 issued under this section if the permit holder becomes ineligible pursuant
28 to subsection E of this section. The department of public safety shall
29 notify the permit holder in writing within fifteen working days after the
30 revocation or suspension and shall state the reasons for the revocation or
31 suspension.

1 N. An applicant shall demonstrate competence with a firearm through
2 any of the following:

3 1. Completion of any firearms safety or training course or class
4 that is available to the general public, that is offered by a law
5 enforcement agency, a junior college, a college or a private or public
6 institution, academy, organization or firearms training school and that is
7 approved by the department of public safety or that uses instructors who
8 are certified by the national rifle association.

9 2. Completion of any hunter education or hunter safety course
10 approved by the Arizona game and fish department or a similar agency of
11 another state.

12 3. Completion of any national rifle association firearms safety or
13 training course.

14 4. Completion of any law enforcement firearms safety or training
15 course or class that is offered for security guards, investigators, special
16 deputies or other divisions or subdivisions of law enforcement or security
17 enforcement and that is approved by the department of public safety.

18 5. Evidence of current military service or proof of honorable
19 discharge or general discharge under honorable conditions from the United
20 States armed forces.

21 6. A valid current or expired concealed weapon, firearm or handgun
22 permit or license that is issued by another state or a political
23 subdivision of another state and that has a training or testing requirement
24 for initial issuance.

25 7. Completion of any governmental police agency firearms training
26 course and qualification to carry a firearm in the course of normal police
27 duties.

28 8. Completion of any other firearms safety or training course or
29 class that is conducted by a department of public safety approved or
30 national rifle association certified firearms instructor.

31 0. The department of public safety shall maintain information
32 comparing the number of permits requested, the number of permits issued and

1 the number of permits denied. The department shall annually report this
2 information electronically to the governor and the legislature.

3 P. The director of the department of public safety shall adopt rules
4 for the purpose of implementing and administering this section including
5 fees relating to permits that are issued pursuant to this section.

6 Q. This state and any political subdivision of this state shall
7 recognize a concealed weapon, firearm or handgun permit or license that is
8 issued by another state or a political subdivision of another state if
9 both:

10 1. The permit or license is recognized as valid in the issuing
11 state.

12 2. The permit or license holder is all of the following:

13 (a) Legally present in this state.

14 (b) Not legally prohibited from possessing a firearm in this state.

15 R. For the purpose of establishing mutual permit or license
16 recognition with other states, the department of public safety shall enter
17 into a written agreement if another state requires a written agreement.
18 The department of public safety shall submit an electronic report to the
19 governor and the legislature each year that includes any changes that were
20 made in the previous year to a written agreement with another state.

21 S. Notwithstanding the provisions of this section, a person with a
22 concealed weapons permit from another state may not carry a concealed
23 weapon in this state if the person is under twenty-one years of age or is
24 under indictment for, or has been convicted of, a felony offense in any
25 jurisdiction, unless that conviction is expunged, set aside or vacated or
26 the person's rights have been restored and the person is currently not a
27 prohibited possessor under state or federal law.

28 T. The department of public safety may issue certificates of
29 firearms proficiency according to the Arizona peace officer standards and
30 training board firearms qualification for the purposes of implementing the
31 law enforcement officers safety act of 2004 (P.L. 108-277; 118 Stat. 865;
32 18 United States Code sections 926B and 926C). A law enforcement or

1 prosecutorial agency shall issue to a qualified retired law enforcement
2 officer who has honorably retired a photographic identification that states
3 that the officer has honorably retired from the agency. A person who was a
4 municipal, county or state prosecutor is deemed to meet the qualifications
5 of 18 United States Code section 926C(c)(2). The chief law enforcement
6 officer shall determine whether an officer has honorably retired and the
7 determination is not subject to review. A law enforcement or prosecutorial
8 agency has no obligation to revoke, alter or modify the honorable discharge
9 photographic identification based on conduct that the agency becomes aware
10 of or that occurs after the officer has separated from the agency. For the
11 purposes of this subsection, "qualified retired law enforcement officer"
12 has the same meaning prescribed in 18 United States Code section 926C.

13 U. The initial and renewal application fees collected pursuant to
14 this section shall be deposited, pursuant to sections 35-146 and 35-147, in
15 the concealed weapons permit fund established by section 41-1722."

16 Amend title to conform

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PROPOSED

SENATE AMENDMENTS TO S.B. 1183

(Reference to the proposed Kavanagh s/e amendment dated 1/30/2024; 2:17 p.m.)

1 Page 7, line 8, after "involves" insert ":

2 (a)"

3 Between lines 11 and 12, insert:

4 "(b) BRASS KNUCKLES, A PERSON COMMITS MISCONDUCT INVOLVING WEAPONS

5 ONLY IF THE PERSON IS A MINOR; OR"

6 Amend title to conform

ANTHONY KERN

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TOWN OF
QUEEN CREEK
ARIZONA

10.A

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: MARIA GONZALEZ MMC, TOWN CLERK
RE: CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A SERIES 009 LIQUOR STORE LIQUOR LICENSE APPLICATION SUBMITTED BY JEFFREY CRAIG MILLER ON BEHALF OF FRY'S FUEL CENTER #656 LOCATED AT 22101 E QUEEN CREEK ROAD, QUEEN CREEK.
DATE: February 7, 2024

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on a Series 009 Liquor Store Liquor License application submitted by Jeffrey Craig Miller on behalf of Fry's Fuel Center #656 located at 22101 E Queen Creek Road, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application for a Series 009 Liquor Store Liquor License application submitted by Jeffrey Craig Miller on behalf of Fry's Fuel Center #656 located at 22101 E Queen Creek Road, Queen Creek.

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet Sales & Residential Shipping.

Public notice was posted for the required 20-day period (January 11-31, 2024) in accordance with the Arizona Department of Liquor License and Control posting requirement. No comments or protests from the public were received thus far. The Queen Creek Police Department was provided with a copy of the application for interview / investigation and there is no information which would prevent or disqualify Fry's Fuel Center #656 from moving forward with licensing.

Fiscal Impact:

Businesses that hold a state issued liquor license and are located within the Town boundaries are required to obtain a Supplemental Liquor License from the Town. The annual fee for a Supplemental Liquor License is \$200, and is prorated on a monthly basis for the first year per [Section 8-1-10](#) of the Town Code.

Alternatives:

Council's recommendation will be forwarded to the Arizona Department of Liquor License & Control.

If Council recommends denial of an application, the minutes must reflect specific reasons, testimony, and other evidence that supports the motion to deny the license applications as required by [A.R.S. § 4-201\(E\)](#) further defined by Rule R19-1-702 (attached).

Attachment(s):

1. [Rule R19-1-702 \(9-24-22\).pdf](#)
2. [LGB Report](#)
3. [QCPD Report.pdf](#)

R19-1-702. Determining Whether to Grant a License for a Certain Location¹

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

¹ Title 4 Arizona Liquor Law Book (9/24/22)

State of Arizona
Department of Liquor Licenses and Control

Created 12/20/2023 @ 09:24:27 AM

Local Governing Body Report

LICENSE

Number: 09070071 Type: 009 LIQUOR STORE
Name: FRY'S FUEL CENTER #656
State: Pending
Issue Date: Expiration Date: 12/31/2023
Original Issue Date: 01/20/1979
Location: 22101 E QUEEN CREEK ROAD
QUEEN CREEK, AZ 85142
USA
Mailing Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

Currently, this license has pending applications.

AGENT

Name: JEFFERY CRAIG MILLER
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

OWNER

Name: SMITH'S FOOD & DRUG CENTERS INC
Contact Name: JEFFREY CRAIG MILLER
Type: CORPORATION
AZ CC File Number: F00429543 State of Incorporation: OH
Incorporation Date: 04/20/1989
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

Officers / Stockholders

Name:	FRED MEYER INC	Title:	Stockholder	% Interest:	100.00
	TODD ALLEN FOLEY		VP/CORPORATE		
			CONTROLLER		
	TIMMY JOSEPH PLASS		MULTI- SEE CASE NOTE		
	MONICA JEAN GARNES		VP,Pres		
	DAVID RICHARD WEAKLAND		VP,CFO		
	JEFFREY CRAIG MILLER		PARTNER		
	DOROTHY DANSBERRY ROBERTS		Senior paralegal		

SMITH'S FOOD & DRUG CENTERS INC - VP,Pres

Name: MONICA JEAN GARNES
 Gender: Female
 Correspondence Address: PO BOX 305103
 NASHVILLE, TN 37230
 USA
 Phone: (623)907-1902
 Alt. Phone:
 Email: MONICA.GARNES@FRYSFOOD.COM

**SMITH'S FOOD & DRUG CENTERS INC -
 Stockholder**

Name: FRED MEYER INC
 Contact Name: JEFFREY MILLER
 Type: CORPORATION
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: PO BOX 305103
 NASHVILLE, TN 37230
 USA
 Phone: (480)730-2675
 Alt. Phone:
 Email: RHONDA@AZLIC.COM

FRED MEYER INC - Stockholder

Name: KROGER CO
 Contact Name: JEFFREY MILLER
 Type: CORPORATION
 AZ CC File Number: State of Incorporation: OR
 Incorporation Date:
 Correspondence Address: PO BOX 305103
 NASHVILLE, TN 37230
 USA
 Phone: (480)730-2675
 Alt. Phone:
 Email: RHONDA@AZLIC.COM

**SMITH'S FOOD & DRUG CENTERS INC - MULTI-
SEE CASE NOTE**

Name: TIMMY JOSEPH PLASS
Gender: Male
Correspondence Address: PO BOX 305103
NASHVILLE, TN 37230
USA
Phone: (602)618-4421
Alt. Phone:
Email: TIM.PLASS@FRYSFOOD.COM

**KROGER CO - Treasurer
SMITH'S FOOD & DRUG CENTERS INC -
VP/CORPORATE CONTROLLER**

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APPLICATION INFORMATION

Application Number: 268032
 Application Type: Location Transfer
 Created Date: 11/20/2023 *May*

QUESTIONS & ANSWERS

009 Liquor Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
Jack Barnes Elementary School 20750 S 214th St Queen Creek AZ 85142
5,185 Ft
- 11) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 12) Is there a penalty if lease is not fulfilled?
No
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet
No
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
March 2024

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	craig alien.pdf	11/20/2023
QUESTIONNAIRE	craig questio.pdf	11/20/2023
DIAGRAM/FLOOR PLAN	fry 656 diagram.pdf	11/20/2023
SAMPLING PRIVILEGES	frys sampling.pdf	11/20/2023
ORGANIZATIONAL DOCUMENTS	frys flow charts.pdf	11/20/2023
QUESTIONNAIRE	frys officers.pdf	11/20/2023
ALIEN STATUS	craig dl.jpg	11/20/2023



QUEEN CREEK POLICE DEPARTMENT BACKGROUND INVESTIGATION REPORT LIQUOR LICENSING/NEW APPLICATION

APPLICANT: Fry's Fuel Center #656
LICENSE #: 268136 & 268032
INVESTIGATOR: Sgt. M. Erwin #1168

January 24, 2024

PARTIES/ENTITIES INVOLVED

Smith's Food & Drug Centers Inc.-Owner
Jeffrey Miller-Agent
Monica Garnes-President
Todd Foley-VP Corporate Controller
Dorothy Roberts-Senior Paralegal
David Weakland-Division CFO

INVESTIGATION

Two complete Arizona Department of Liquor Licenses and Control packets were received for Fry's Fuel Center #656. The applications are for a series 10 Beer and Wine license and a series 9 Liquor license. The planned location is 22101 E. Queen Creek Road, Queen Creek AZ 85142. The agent for the application is Jeffrey Miller. This premises is new construction and the estimated completion date is March 2024.

A review of the application materials was conducted in addition to history of controlling parties and entities named in the application. In the questionnaire packet for Jeffrey Miller, it was disclosed that he is a partner with Arizona Industry Liquor Consultants which contracts with numerous liquor establishments who have received citations, fines, and in some instances, a suspension. They work with the compliance officer acting as a representative but do not have anything to do with the actual operation of any liquor establishments. No concerning information was disclosed in the packet and in its background questions. There is no negative history or data associated with the entities and parties of Fry's Fuel Center #656.

The site plan was included with a schematic of where on the premise liquor would be stored. No concerns were noted for the layout and site plan. A site visit was not conducted since the premises is not due to open until March.

CONCLUSION

The background investigation did not reveal any derogatory information on the entities and parties involved. There is no information which would prevent or disqualify Fry's Fuel Center #656 from approval to move forward with licensing.



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARIA GONZALEZ MMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A SERIES 010 BEER & WINE STORE LIQUOR LICENSE APPLICATION SUBMITTED BY JEFFREY CRAIG MILLER ON BEHALF OF FRY'S FUEL CENTER #656 LOCATED AT 22263 E QUEEN CREEK ROAD, QUEEN CREEK.

DATE: February 7, 2024

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on a Series 010 Beer & Wine Store Liquor License application submitted by Jeffrey Craig Miller on behalf of Fry's Fuel Center #656 located at 22263 E Queen Creek Road, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application for a Series 010 Beer & Wine Store Liquor License application submitted by Jeffrey Craig Miller on behalf of Fry's Fuel Center #656 located at 22263 E Queen Creek Road, Queen Creek.

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet Sales & Residential Shipping.

Public notice was posted for the required 20-day period (January 11-31, 2024) in accordance with the Arizona Department of Liquor License and Control posting requirement. No comments or protests from the public were received thus far. The Queen Creek Police Department was provided with a copy of the application for interview / investigation and there is no information which would prevent or disqualify Fry's Fuel Center #656 from moving forward with licensing.

Fiscal Impact:

Businesses that hold a state issued liquor license and are located within the Town boundaries are required to obtain a Supplemental Liquor License from the Town. The annual fee for a Supplemental Liquor License is \$200, and is prorated on a monthly basis for the first year per [Section 8-1-10](#) of the Town Code.

Alternatives:

Council's recommendation will be forwarded to the Arizona Department of Liquor License & Control. If Council recommends denial of an application, the minutes must reflect specific reasons, testimony, and other evidence that supports the motion to deny the license applications as required by [A.R.S. §](#)

[4-201\(E\)](#) further defined by Rule R19-1-702 (attached).

Attachment(s):

1. [Rule R19-1-702 \(9-24-22\).pdf](#)
2. [LGB Report](#)
3. [QCPD Report.pdf](#)

R19-1-702. Determining Whether to Grant a License for a Certain Location¹

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

¹ Title 4 Arizona Liquor Law Book (9/24/22)

State of Arizona
Department of Liquor Licenses and Control

Created 12/20/2023 @ 07:28:03 AM

Local Governing Body Report

LICENSE

Number: _____ Type: 010 BEER AND WINE STORE
Name: FRY'S FUEL CENTER #656
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 22263 E QUEEN CREEK ROAD
QUEEN CREEK, AZ 85142
USA
Mailing Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone: _____
Email: LIQUORLICENSE@AZLIC.COM

AGENT

Name: JEFFERY CRAIG MILLER
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Email: LIQUORLICENSE@AZLIC.COM

OWNER

Name: SMITH'S FOOD & DRUG CENTERS INC
Contact Name: JEFFREY CRAIG MILLER
Type: CORPORATION
AZ CC File Number: F00429543 State of Incorporation: OH
Incorporation Date: 04/20/1989
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Name:	Title:	% Interest:
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TODD ALLEN FOLEY	VP/CORPORATE CONTROLLER	
TIMMY JOSEPH PLASS	MULTI- SEE CASE NOTE	
MONICA JEAN GARNES	VP,Pres	
DAVID RICHARD WEAKLAND	VP,CFO	
JEFFREY CRAIG MILLER	PARTNER	
DOROTHY DANSBERRY ROBERTS	Senior paralegal	

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FRED MEYER INC - Stockholder

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Email: MICHELLEBURTON72@HOTMAIL.COM

APPLICATION INFORMATION

Application Number: 268136
Application Type: New Application
Created Date: 11/20/2023 *Chay*

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
Jack Barnes Elementary School 20750 S 214th St Queen Creek AZ 85142
5100 ft
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
property owner
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
3/2024

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	craig dl.jpg	11/20/2023
ORGANIZATIONAL DOCUMENTS	frys flow charts.pdf	11/20/2023
DIAGRAM/FLOOR PLAN	frys fuel 656.pdf	11/20/2023
QUESTIONNAIRE	frys officers fuel 656.pdf	11/20/2023



QUEEN CREEK POLICE DEPARTMENT BACKGROUND INVESTIGATION REPORT LIQUOR LICENSING/NEW APPLICATION

APPLICANT: Fry's Fuel Center #656
LICENSE #: 268136 & 268032
INVESTIGATOR: Sgt. M. Erwin #1168

January 24, 2024

PARTIES/ENTITIES INVOLVED

Smith's Food & Drug Centers Inc.-Owner
Jeffrey Miller-Agent
Monica Garnes-President
Todd Foley-VP Corporate Controller
Dorothy Roberts-Senior Paralegal
David Weakland-Division CFO

INVESTIGATION

Two complete Arizona Department of Liquor Licenses and Control packets were received for Fry's Fuel Center #656. The applications are for a series 10 Beer and Wine license and a series 9 Liquor license. The planned location is 22101 E. Queen Creek Road, Queen Creek AZ 85142. The agent for the application is Jeffrey Miller. This premises is new construction and the estimated completion date is March 2024.

A review of the application materials was conducted in addition to history of controlling parties and entities named in the application. In the questionnaire packet for Jeffrey Miller, it was disclosed that he is a partner with Arizona Industry Liquor Consultants which contracts with numerous liquor establishments who have received citations, fines, and in some instances, a suspension. They work with the compliance officer acting as a representative but do not have anything to do with the actual operation of any liquor establishments. No concerning information was disclosed in the packet and in its background questions. There is no negative history or data associated with the entities and parties of Fry's Fuel Center #656.

The site plan was included with a schematic of where on the premise liquor would be stored. No concerns were noted for the layout and site plan. A site visit was not conducted since the premises is not due to open until March.

CONCLUSION

The background investigation did not reveal any derogatory information on the entities and parties involved. There is no information which would prevent or disqualify Fry's Fuel Center #656 from approval to move forward with licensing.



TOWN OF
QUEEN CREEK
ARIZONA

13.A

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: DAVE LIPINSKI, PE, CIP DEPARTMENT DIRECTOR
RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE TOWN OF QUEEN CREEK FOR FUNDING A PORTION OF THE DESIGN AND CONSTRUCTION OF A REALIGNED GERMANN ROAD BETWEEN IRONWOOD ROAD AND KENWORTHY ROAD IN THE AMOUNT OF \$9,800,000, AND A BUDGET ADJUSTMENT FROM CIP CONTINGENCY TOTALING \$9,800,000 TO BE FUNDED BY PINAL COUNTY.
DATE: February 7, 2024

Suggested Action:

Move to approve of an Intergovernmental Agreement between Pinal County and the Town of Queen Creek for funding a portion of the design and construction of a realigned Germann Road between Ironwood Road and Kenworthy Road in the amount of \$9,800,000, and a budget adjustment from CIP Contingency totaling \$9,800,000 to be funded by Pinal County.

Relevant Council Goal(s):

Superior Infrastructure - Capital Improvement Program

Discussion:

See the attached staff report.

Attachment(s):

1. [Staff Report Germann Road Realignment IGA with Pinal County.pdf](#)
2. [AR100 Germann Road IGA Site Location Map.pdf](#)
3. [4889-1656-8991 IGA Germann Road- Ironwood to Kenworthy.pdf](#)
4. [Presentation - Germann Road Realignment.pdf](#)



Requesting Department
CIP Administration

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDER, TOWN MANAGER
FROM: DAVE LIPINSKI, CIP DIRECTOR
RE: Consideration and Possible Approval of an Intergovernmental Agreement between Pinal County and the Town of Queen Creek for funding a portion of the design and construction of a realigned Germann Road between Ironwood Road and Kenworthy Road in the amount of \$9,800,000, and a budget adjustment from CIP Contingency totaling \$9,800,000 to be funded by Pinal County.
DATE: February 7, 2024

Suggested Action:

Move to approve of an Intergovernmental Agreement between Pinal County and the Town of Queen Creek for funding a portion of the design and construction of a realigned Germann Road between Ironwood Road and Kenworthy Road in the amount of \$9,800,000, and a budget adjustment from CIP Contingency totaling \$9,800,000 to be funded by Pinal County.

Relevant Council Goal(s):

 Superior Infrastructure - Capital Improvement Program

Discussion:

On March 16, 2022, the Town Council approved Resolution 1442-22 approving a development agreement between the Town, Pinal County and ES America, LLC. This agreement contained obligations of each party including the responsibility of the Town to develop Germann Road as a two lane roadway between Ironwood Road and Kenworthy Road. Since the execution of this agreement, the Town has started the construction of the surrounding infrastructure as ES America, (LG) has continued in their design process for 330 acres purchased at auction. As this design has continued, a traffic impact analysis was completed by Southwest Traffic Engineering that included projected traffic volumes for the first three phases of the LG development. The results of this analysis show a need for additional travel lanes on Germann Road between Ironwood Road and Kenworthy Road. Based on these findings the Town has organized meetings with all of the stakeholders involved including Pinal County, LG, SRP and the Arizona State Land Department.

The result of these meetings has led to a realignment of Germann Road between Ironwood Road and Kenworthy Road. This realignment accomplishes several items:

- 1) Provides additional travel lanes as identified as a part of the traffic impact analysis.
- 2) Moves Germann Road north approximately 200' providing additional separation between the roadway and the residences fronting the existing Germann Road.
- 3) Converts the existing Germann Roadway into a frontage road to the new Germann Road.

As a part of this realignment, the parties have agreed to the following:

- LG will dedicate the required additional rights of way on their property to accommodate the realignment of Germann Road and the SRP transmission lines.
- The Arizona State Land Department will work with the parties to allow for the purchase of the required rights of way.
- SRP has agreed to design and construct partial realignments of their existing transmission system around the new Germann Road.
- The Town will keep its financial contribution toward Germann Road at the same level as was originally contemplated. The Town will also lead the design and construction efforts for the improvements.
- Pinal County will provide the additional funding to complete the realignment of the roadway.

This IGA solidifies the funding agreement between the Town and Pinal County to complete the realignment.

The final design of the Germann Road realignment will begin immediately.

Fiscal Impact:

The cost of the ASLD Infrastructure Improvements (CIP Project No. AR100) was estimated to total \$84 million, of which \$80 million is included in the FY 2023/24 CIP Budget, and the remaining \$4 million is planned to be included in the upcoming FY 2024/25 CIP Recommended Budget currently under development. The funding sources include Title 42 (80%), State of Arizona Construction Sales Taxes related to the construction of a qualified manufacturing facility, and Queen Creek’s Construction Sales Tax Revenues (20%). The project also includes a gas line extension that the City of Mesa will reimburse the Town for, estimated to total \$0.2 million.

ORIGINAL PROJECT TOTAL COST				
	TITLE 42*	TOWN SHARE	PINAL	
	(80%)	(20%)	COUNTY	TOTAL
STREETS	\$35M	\$9M	-	\$44M
WATER	\$16M	\$4M	-	\$20M
WASTEWATER	\$16M	\$4M	-	\$20M
ORIGINAL PROJECT TOTAL COST	\$67M	\$17M	-	\$84M

*Assumes Full Award of Title 42 Funding (\$200M State Appropriation)

The total design and construction cost of the realigned Germann Road is estimated at \$23.8 million. The Town had previously committed \$14 million toward Germann Road. Pinal County will provide the difference in funding of \$9.8 million. A budget adjustment of \$9.8 million from

the FY 2023/24 CIP Contingency is needed to authorize the budget required for the road realignment. The following table outlines the update total project cost:

UPDATED PROJECT TOTAL COST				
	TITLE 42*	TOWN SHARE	PINAL	
	(80%)	(20%)	COUNTY	TOTAL
STREETS	\$35M	\$9M	\$9.8M	\$53.8M
WATER	\$16M	\$4M	-	\$20M
WASTEWATER	\$16M	\$4M	-	\$20M
UPDATED PROJECT TOTAL COST	\$67M	\$17M	\$9.8M	\$93.8M

*Assumes Full Award of Title 42 Funding (\$200M State Appropriation)

Upon approval of the IGA, Pinal County will pay 50% (\$4.9 million) of the total agreed amount, and the remainder will be paid in equal quarterly installments starting January 2025. If construction finishes ahead of schedule there may be an opportunity to finalize the billing at that time. These terms will allow the Town to be fully reimbursed timely for the additional costs associated with the realignment of Germann Road.

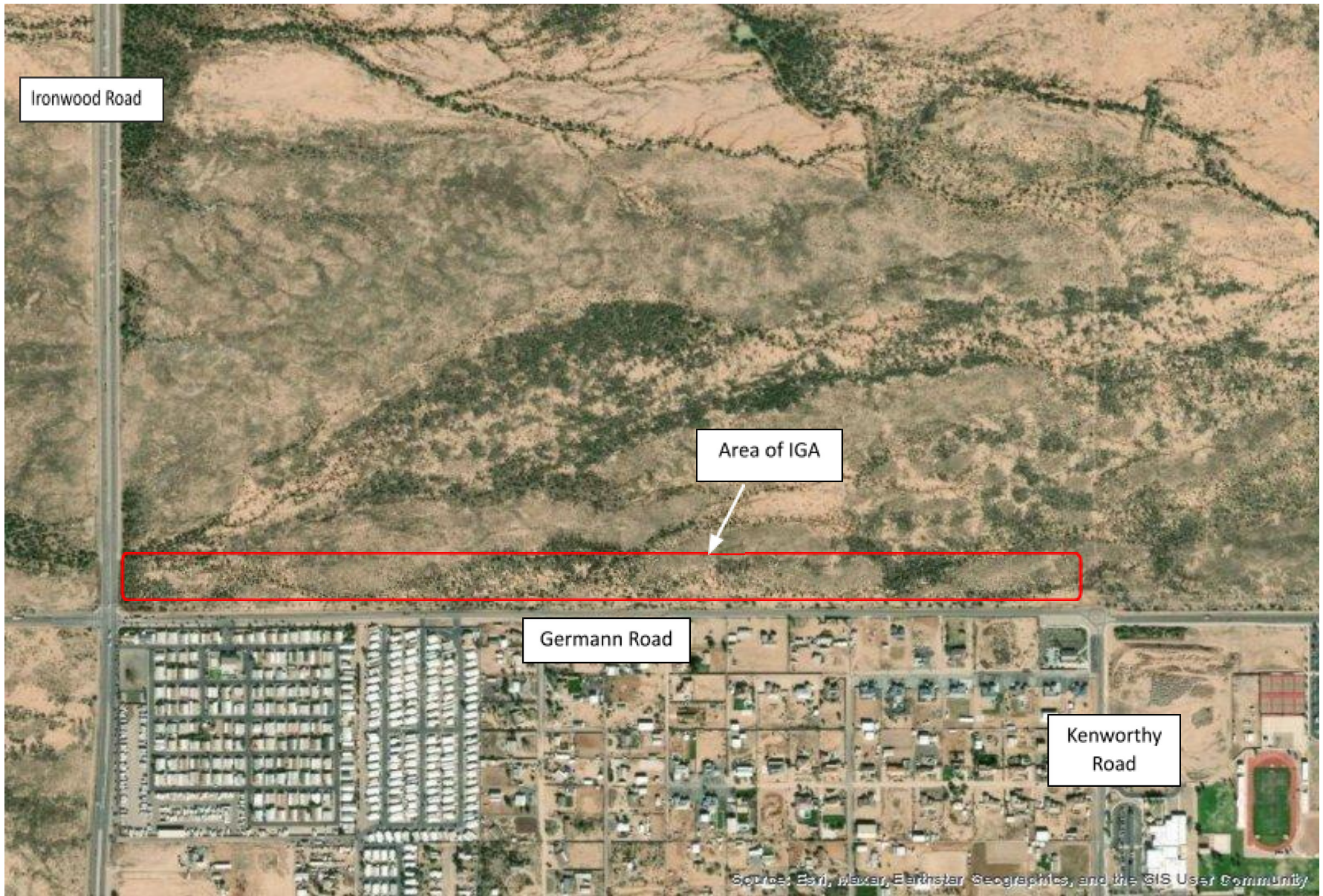
Alternatives:

Council may decide not to move forward with the IGA; however, this would delay the development of Germann Road, a condition of the Development Agreement executed by the Town, Pinal County and ES Americas in March of 2022.

Attachments:

1. AR100 Germann Road IGA Site Location Map
2. Proposed IGA Germann Road - Ironwood to Kenworthy

Intergovernmental Agreement with Pinal County
For Germann Road from Ironwood Road to Kenworthy Road
SITE LOCATION MAP



When recorded return to:

Clerk of the Board
PO Box 827
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY
AND THE TOWN OF QUEEN CREEK TO DEFINE RESPONSIBILITIES
FOR THE DESIGN AND CONSTRUCTION OF GERMANN ROAD FROM
IRONWOOD ROAD TO KENWORTHY ROAD**

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT.
THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER OF
THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE TOWN OF QUEEN CREEK TO DEFINE RESPONSIBILITIES FOR THE DESIGN AND CONSTRUCTION OF GERMANN ROAD FROM IRONWOOD ROAD TO KENWORTHY ROAD

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as “Pinal County,” and the Town of Queen Creek, a municipal corporation of the State of Arizona, hereinafter referred to as “Queen Creek”. Pinal County and Queen Creek are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

I. RECITALS

- A. The Parties are empowered by A.R.S. § 11-951 *et seq.* to enter into intergovernmental agreements for joint or cooperative action.
- B. Pursuant to A.R.S. § 11-251 and § 28-6707, the Parties have the authority to improve streets and highways and may cooperate with municipalities in the construction and funding of improvements to streets and highways lying within their jurisdictions.
- C. For the safety and welfare of the public, the Parties hereto desire to improve Germann Road from Ironwood Road to Kenworthy Road, hereinafter referred to as “Project”.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

II. SCOPE OF WORK

The Project consists of the design and construction of Germann Road from Ironwood Road to Kenworthy Road (approximately 1 mile) as a 5-lane minor arterial roadway and related underground utilities (“Project”). The design of the Project is anticipated to begin immediately with construction to follow in early FY 2025.

III. FUNDING

The total estimated cost for the design and construction of the Project is currently estimated to be \$23,800,000. The Parties agree and acknowledge that the final cost for the design and construction of the Project may be less or more than the estimated cost. The Parties agree to share in the total cost of Project as follows:

- A. Queen Creek previously has agreed to make certain roadway and utility improvements related to the described portion of Germann Road, the funding for such design and construction has been budgeted at \$14,000,000 (the "Queen Creek Share"), and Queen Creek confirms Queen Creek's commitment to pay the Queen Creek Share in connection with the design and construction of the Project.
- B. Pinal County will pay the difference between the total approved cost of the Project and the Queen Creek Share (which difference is currently estimated to be \$9,800,000) as set forth in this Agreement.
- C. Pinal County will pay additional expenses, based on approved change orders agreed upon in writing with proper justification by the Pinal County Public Works Director or his designee, in completing the Project.
- D. The amounts to be paid to Queen Creek by Pinal County under Section III(B) and (C) are collectively referred to as the "Pinal County Share".

IV. AGREEMENT

- A. Queen Creek shall:
 - 1. Act as the Project Lead and charge Pinal County for administrative services an amount equal to one percent (1.0%) of the Pinal County Share of the cost of the Project ("Administrative Fee"), to be paid to Queen Creek 50% within thirty (30) calendar days of approval of the design contract for the Project and the remainder to be paid in quarterly installments as set forth in Section IV(A)(5) with final payment to be made upon Project completion. This 1% fee is included in the Pinal County contribution amount of \$9,800,000.
 - 2. As Project Lead, be responsible for solicitation, contract management, public outreach coordination, project meetings, right-of-way acquisition, utility relocation and other related duties for the project. Queen Creek shall submit all design and construction contracts, road plans, and change orders to Pinal County for Pinal County's review and approval (not to be unreasonably withheld, conditioned or delayed) in accordance with the terms of this Agreement.
 - 3. Invoice Pinal County for the first installment of Pinal County Share of Project costs as set forth in Section III(B) within thirty (30) calendar days of this execution of this Agreement.
 - 4. Thereafter expend the Queen Creek Share toward payment of the costs of the Project until expended. Queen Creek will not be required to

expend more than the Queen Creek Share toward completion of the Project.

5. Starting 1st quarter 2025, invoice Pinal County on a quarterly basis for the costs to complete the Project, including the Administrative Fee (“Quarterly Payments”) in four (4) equal amounts of \$1,225,000.00.
6. Upon construction completion of the Project, invoice Pinal County for the remaining unpaid Pinal County Share, if any, (“Final Payment”). Pinal will have no obligation to pay any additional amounts with respect to the Project after Final Payment has been made to Queen Creek.
7. In the event Queen Creek fails to commence construction of the Project within two years from the date Pinal County has paid its initial Pinal County Share, upon demand from Pinal County, reimburse Pinal for the amount paid.
8. Upon completion of construction and acceptance by Queen Creek of the Project, provide for, at its own cost and as an item in its budget, proper maintenance for the entire Project, including but not limited to signs and markings necessary for the purpose of regulating, warning, and guiding traffic, in accordance with requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways for the Project, but excluding existing Germann Road in its current right of way (“Existing Germann Road”), which obligation will remain with Pinal County. The obligations of this paragraph shall survive the termination of this Agreement.

B. Pinal County shall:

1. Pay Queen Creek for its administrative services as outlined in paragraph (IV)(A)(1) above.
2. Provide comments in writing regarding the design and construction contracts within 10 calendar days of receipt of the contracts from Queen Creek. If Pinal County has not provided comments to Queen Creek within this time, Pinal County will be deemed to have approved the contracts.
3. Provide comments in writing to road plans within 10 calendar days of receipt of the plans from Queen Creek. If Pinal County has not provided comments to Queen Creek within this time, Pinal County will be deemed to have approved the road plans.
4. Provide comments in writing to change orders within 5 calendar days of receipt of the plans from Queen Creek. If Pinal County has not provided

comments to Queen Creek within this time, Pinal County will be deemed to have approved the change order.

5. If Pinal County has commented in writing as required under this Section IV(B) but does not provide approval, the Parties will promptly meet to resolve such comments; and once resolved, Queen Creek will re-submit the revised plans to Pinal County for comment and approval in accordance with this Section IV(B).
6. Pay Queen Creek 50% of its Pinal County Share within thirty (30) calendar days of this execution of this Agreement.
7. Pay Queen Creek the Quarterly Payments within (30) calendar days of receipt of a properly-documented invoice from Queen Creek.
8. Upon completion of the Project, pay Queen Creek the Final Payment within thirty (30) calendar days of receipt of a properly-documented invoice from Queen Creek.
9. Upon completion of construction and acceptance by Pinal County of the Project, continue to provide for, at its own cost and as an item in its budget, proper maintenance of the Existing Germann Road only, including but not limited to signs and markings necessary for the purpose of regulating, warning, and guiding traffic, in accordance with requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The obligations of this paragraph shall survive the termination of this Agreement.

V. GENERAL PROVISIONS

- A. The foregoing recitals are hereby incorporated into this Agreement by reference as if more fully stated herein.
- B. This Agreement shall become effective upon the approval by both governing bodies of the parties hereto and the execution of this Agreement by the authorized representatives of both parties.
- C. To the fullest extent permitted by law, each Party to this Agreement, as Indemnitor, shall indemnify, defend, save, and hold harmless the other Party, its officers, employees, agents, officials, directors and representatives (collectively, "Indemnitees") from and against any and all liability, claims, losses, suits, actions, damages, and expenses (including but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any personal injury, bodily injury, loss of life, or loss or damage to property, or losses of use thereof, or any violation of any federal, state, or local law or ordinance, or other cause of

action related to or arising out of the Indemnifying Party's performance of its obligations pursuant to the terms of this Agreement, or caused, in whole or in part, by the acts or omissions of the Indemnitor, or anyone for whose acts Indemnitor is responsible, in the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

- D. This Agreement may be cancelled for conflict of interest without further obligation or penalty in accordance with A.R.S. § 38-511.
- E. All notices or demands required under this Agreement from either Party to the other shall be in writing and shall be deemed to have been received when the notice is delivered in person or three (3) days after deposited in a U.S. Mailbox in a postage prepaid envelope addressed as follows:

Bruce Gardner Town Manager Town of Queen Creek 22350 S. Ellsworth Rd. Queen Creek, AZ 85142	Leo Lew County Manager Pinal County P. O. Box 827 Florence, AZ 85132
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- F. The failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege. The acceptance by either Party of sums less than may be due and owing to it at any time shall not be construed as an accord or satisfaction.
- G. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either Party hereto other than as expressly set forth herein.
- H. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the parties agree that the venue for any claim arising out of or in any way related to this Agreement shall be the Superior Court of Pinal County, Arizona.
- I. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either party, their agents, or employees that are not contained herein shall be valid or binding. This agreement may not be altered except in writing and signed by each party hereto.

- J. Pinal County and Queen Creek agree that should any part of this Agreement be held to be invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the parties.
- K. This Agreement shall remain in force and effect until completion of Project or termination or cancellation as provided within this Agreement. The Indemnification and insurance provisions shall survive the termination of this Agreement.
- L. Pursuant to the provisions of A.R.S. § 41-4401, each Party warrants to the other Party: (a) that the warranting Party and its subcontractors, if any, are in compliance with all federal immigration laws and regulations that relate to their employees and are in compliance with A.R.S. § 23-214(A); and (b) that a breach of this warranty is a material breach of this contract [agreement] that is subject to penalties up to and including termination of the contract or any subcontract;

Each Party retains the legal right to inspect the employment records of the other Party and its subcontractors, if any, to ensure compliance with this warranty. Neither Party will consider the other Party or any of its subcontractors in material breach of the foregoing warranty if the other Party and its subcontractors, if any, establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

- M. Pinal County and Queen Creek agree that all contracts, if any, awarded to contractors in connection with the work to be performed under this Agreement shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. § 34-301; A.R.S. § 34-302; A.R.S. § 41-4401 and A.R.S. § 23-214(A) and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by Pinal County or Queen Creek for the work to be performed under this Agreement.
- N. Pinal County and Queen Creek agree that all contracts, if any, awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
 - 1. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.

2. A breach of warranty under paragraph 2 above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.

3. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to Pinal County. Pinal County at its sole discretion, conduct random verifications of employment records of the Contractor and any Subcontractors to ensure compliance. The Contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.

4. ISRAEL BOYCOTT AND UYGHURS CERTIFICATIONS. Each Party to this Agreement certifies to the other that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393 nor use forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

TOWN OF QUEEN CREEK, a municipal corporation of the State of Arizona

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Mayor, Julia Wheeler

By: _____
Chairman, Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Town Clerk, Maria Gonzalez

Clerk/Deputy Clerk of the Board

Dated: _____

Dated: _____

Approved as to form and within the powers and authority granted Queen Creek under the laws of the State of Arizona:

Town Attorney, Scott A. Holcomb

Approved as to form and within the powers and authority granted Pinal County under the laws of the State of Arizona:

Deputy County Attorney



Town of Queen Creek

Intergovernmental Agreement with Pinal County for the realignment of Germann Road

Dave Lipinski PE, Director

Town Council 2.7.24



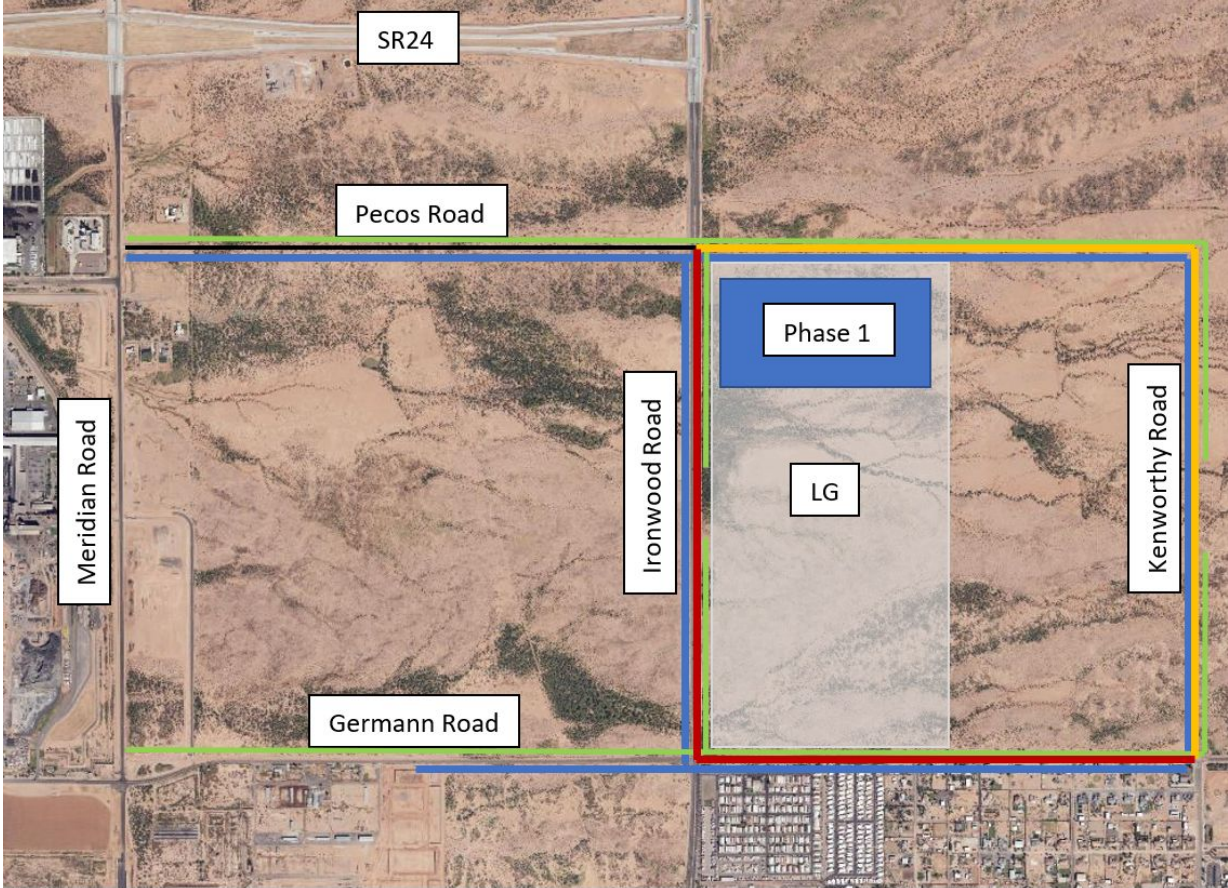
12: Final Action:

A: Consideration and Possible Approval of an Intergovernmental Agreement between Pinal County and the Town of Queen Creek for funding a portion of the design and construction of a realigned Germann Road between Ironwood Road and Kenworthy Road in the amount of \$9,800,000, and a budget adjustment from CIP Contingency totaling \$9,800,000 to be funded by Pinal County.

LG Phase 1 (April 2022)

Development Agreement obligated the Town to construct the infrastructure as shown.

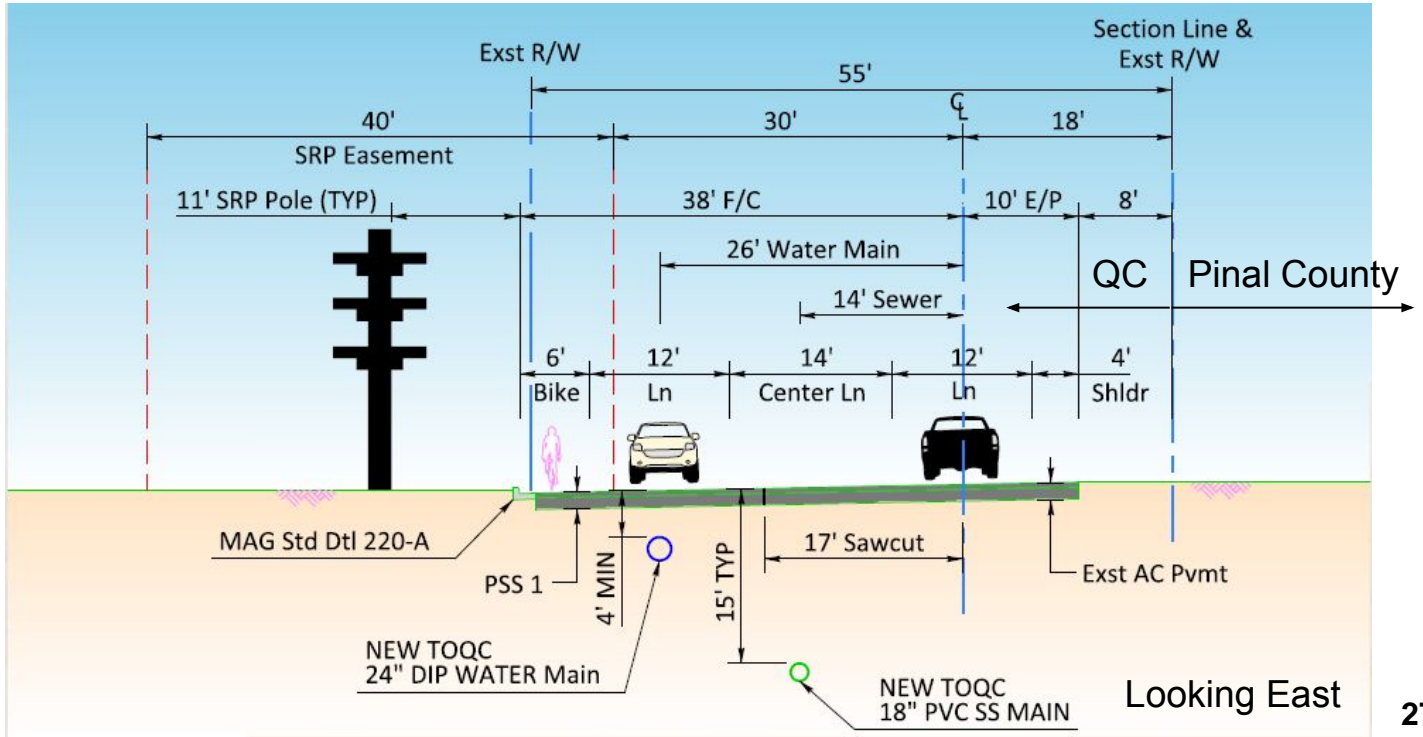
Germann Road north half-street to be constructed.



Sewer Improvements	—
Water Improvements	—
New Roadway	—
Roadway Widening	—

Original Germann Road Development

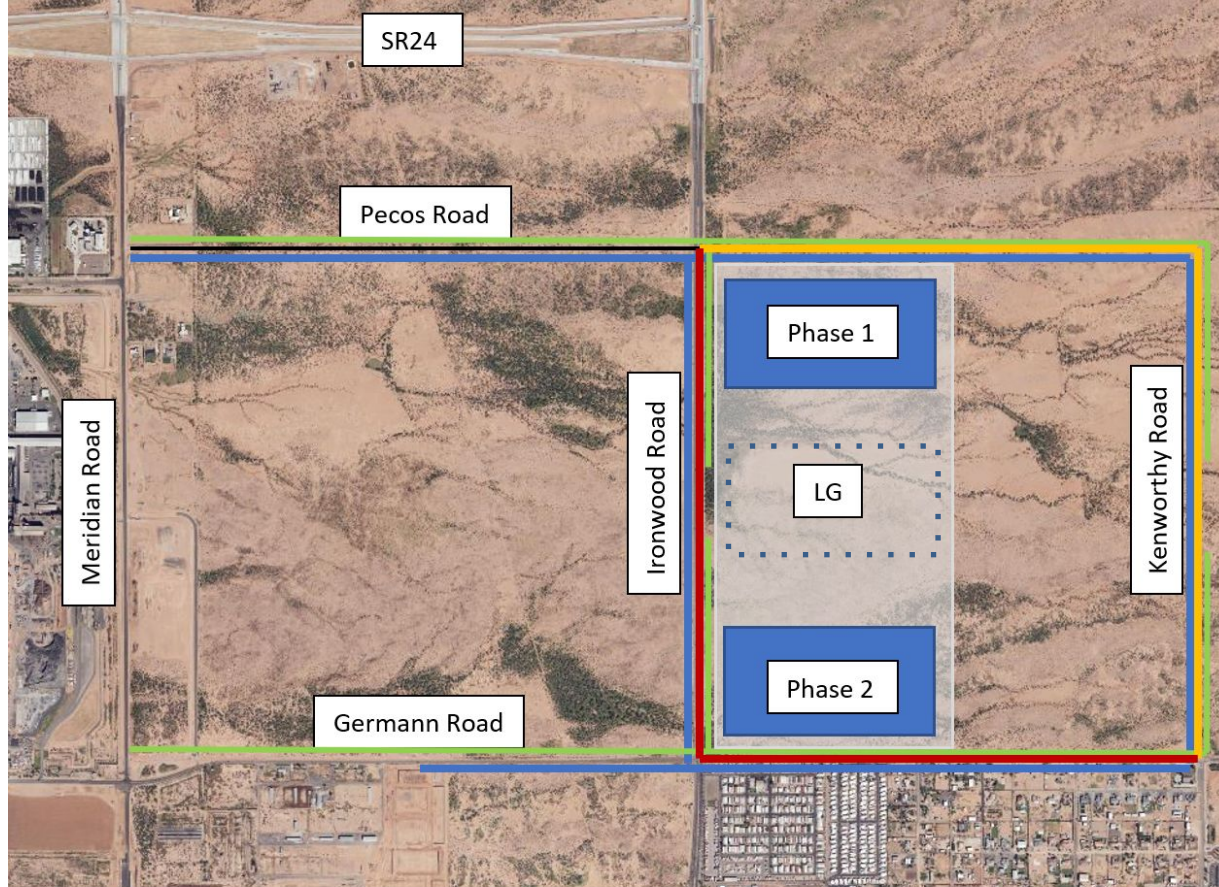
- Germann Road from Ironwood Road to Kenworthy Road
- Two lane section with a center two way left turn lane where possible.



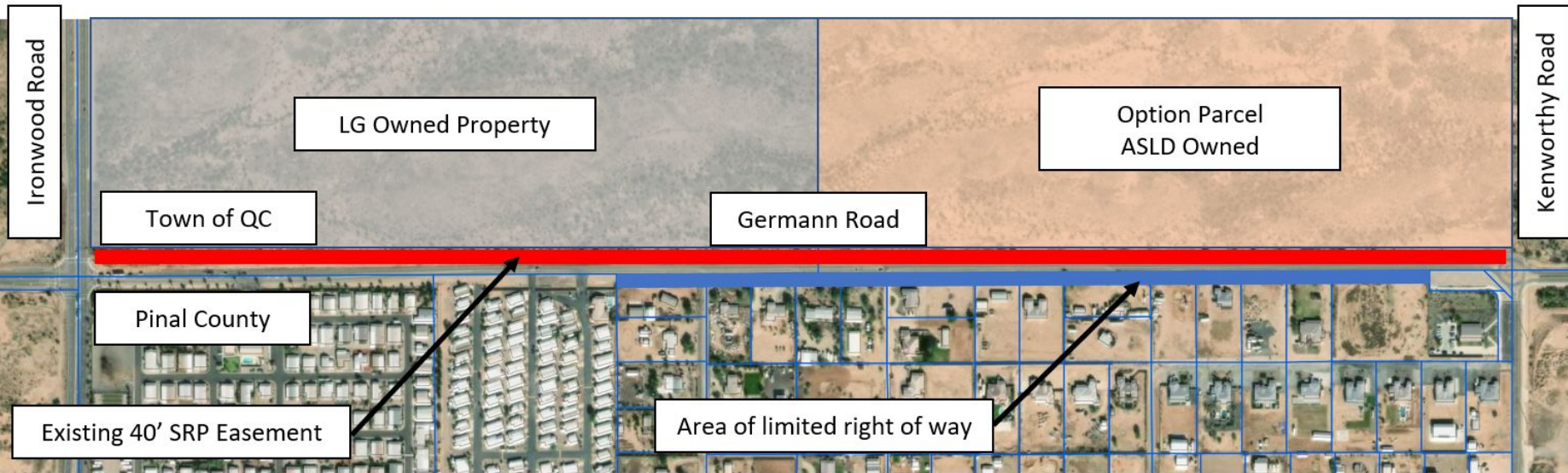
Germann Road History

- In early 2023, LG informed the Town that they were going to pursue a second phase of development (LGESS) adjacent to Germann Road.
- In May, LG & LGESS identified that additional travel lanes would be needed on German Road.
- The Town stopped all final design for Germann Road at this point and focused on looking at alternate alignments.
 - 1) Widen in current alignment.
 - 2) Shift powerline corridor and roadway north 55’.
 - 3) Realign Germann Road to the north of the powerline corridor.
- Each alternative had challenges and in order to move forward, the Arizona State Land Department (ASLD), SRP, Pinal County, the Town all LG had to be in agreement on the solution.





Sewer Improvements	
Water Improvements	
New Roadway	
Roadway Widening	



Germann Road Challenges:

- 1) North half of the roadway is in the Town of Queen Creek, the south half is in Pinal County.
- 2) Limited to no ROW for south half of the roadway after the first 1/3 mile.
- 3) Existing 40' SRP easement adjacent to the north right of way line.
- 4) Western ½ mile was purchased by LG, the eastern ½ mile is owned by ASLD.

The Town started discussions with each party to present the options and to understand the concerns of each. While this was occurring, LG started a Traffic Impact Analysis (TIA) to understand the impact their development would have on the adjacent roadways.

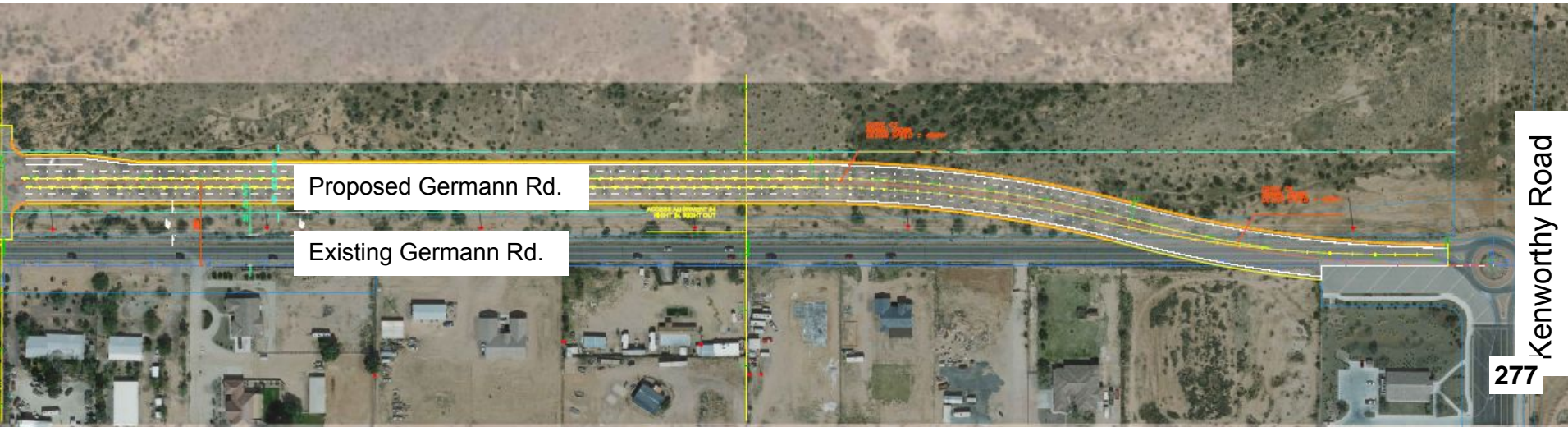
Germann Road Selected Alternative

Ironwood Road



Proposed Germann Rd.

Existing Germann Rd.



Proposed Germann Rd.

Existing Germann Rd.

Kenworthy Road

277

Proposed Germann Road Alignment

The selected alignment achieves a few things:

- 1) Provides additional travel lanes to meet the demand of LG.
- 2) Leaves the SRP easement in approximately the same location.
- 3) Moves the Germann Road traffic away from the existing Pinal County residents.
- 4) Leaves existing Germann Road to act as a frontage road for the Pinal County residents.
- 5) Allows the Town to move forward with design and construction in accordance with the original LG development agreement.



Finalization of the agreement of the parties

The Town, LG, SRP, ASLD and Pinal County are currently circulating a Non-Binding Letter of Understanding for execution.

This letter solidifies each parties role in the realignment of Germann Road. The parties are responsible for the following:

- 1) The Town will keep its original \$14M in funding for the Germann Road improvements.
- 2) LG will dedicate the right of way for Germann Road and the relocated SRP easement across their purchased property.
- 3) SRP will design and construct partial realignments of their existing transmission system around the new Germann Road alignment.
- 4) ASLD will work with the parties to provide the new right of way for Germann Road across the option parcel.
- 5) Pinal County will provide any additional funding required for the design and construction of the roadway realignment. This is currently estimated at \$9.8M.





Intergovernmental Agreement with Pinal County

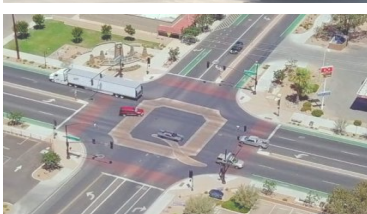
The agreement before you tonight formalizes the roles and responsibilities between the Town and Pinal County for the realignment.

The Town:

- 1) Lead the design and construction efforts for the Germann Road realignment.
- 2) Provide funding in the same amount as originally committed to Germann Road, \$14M.
- 3) Take on maintenance responsibility for the new Germann Road from Ironwood Road to Kenworthy Road.

The County:

- 1) Participate in the design and construction process.
- 2) Provide funding for the realignment above the \$14M committed by the Town. Currently estimated at \$9.8M.
- 3) Take maintenance responsibility for the existing Germann Road.



Questions?



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: SCOTT MCCARTY, FINANCE DIRECTOR
RE: PRESENTATION OF THE 5-YEAR OPERATING BUDGET REVENUE FORECAST AND APPROVAL OF FY 2023-24 REVENUE BUDGET AMENDMENTS TOTALING \$11,936,009.
DATE: February 7, 2024

Suggested Action:

Motion to approve FY 2023-24 revenue budget amendments totaling \$11,936,009.

Relevant Council Goal(s):

Effective Government: KRA Financial Stability

Discussion:

Please see attachment for full Staff Report.

Fiscal Impact:

Please see attachment for full Staff Report.

Alternatives:

The Town Council could choose to not approve some or all of these revenue budget adjustments. However, this would result in budget and financial reporting variances at year-end.

Attachment(s):

1. [020724 Revenue Projections FINAL.pdf](#)
2. [Presentation -5-YR Revenue Projections.pdf](#)



TO: HONORABLE MAYOR AND TOWN COUNCIL

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

THROUGH: BRUCE GARDNER, TOWN MANAGER

RE: Presentation of the 5-Year Operating Budget Revenue Forecast and approval of FY 2023-24 revenue budget amendments totaling \$11,936,009

DATE: February 7, 2024

Proposed Motion:

Motion to approve FY 2023-24 revenue budget amendments totaling \$11,936,009.

Relevant Council Goal(s):



Effective Government: KRA Financial Stability

Discussion:

The purpose of this presentation is twofold. One, to amend the FY 2023-24 adopted revenue estimates for all funds based on FY 2022-23 actual activity and year-to-date activity. Some revenues are being increased, other decreased, based on the economy and other factors. Two, Town staff is presenting the 5-Year Operating Budget revenue forecast, beginning with next fiscal year.

FY 2023-24 Revenue Amendments: +\$11.9M

The Town recently completed updates to population and growth projections within the Town boundaries. Staff utilized a model previously created by Elliot Pollack which followed a methodology similar to that used by the Maricopa Association of Governments (MAG) in their population projections and analysis of future transportation needs. The Town was divided into MAG's Traffic Analysis Zones (TAZs), and updated building projections were created for each TAZ using recent permit activity, current zoning, and future development plans. Population projections were also developed for each TAZ based on current Census data and projected single and multi-family development activity. Detailed results are provided in the accompanying presentation.

Staff has also used these projections to update the Town's 5-Year Operating Budget Revenue Forecast. This has resulted in the need to amend the FY 2023-24 revenue budgets. These budget amendments will also address budget-to-actual variances for year-end financial reporting.

The following is a summary of the proposed FY 2023-24 revenue budget amendments. Not all of the Town's funds are shown in this table, only those that are affected by the proposed budget adjustments. A summary of these adjustments is presented below.

REVENUE CHANGES:	CURRENT BUDGET	INCREASE	DECREASE	NET CHANGE	REVISED BUDGET
Operating Budget	115,297,605	7,437,797	(1,748,353)	5,689,444	120,987,049
Construction Sales Tax Fund	16,991,250	1,126,474	-	1,126,474	18,117,724
Town Center Fund	1,805,482	-	(394,909)	(394,909)	1,410,573
Impact Fee Funds	10,920,000	5,515,000	-	5,515,000	16,435,000
Total	145,014,337	14,079,271	(2,143,262)	11,936,009	156,950,346

Fiscal Impact

Adjustments to FY 2023-24 revenue budgets total a net amount of \$11,936,009, as shown in the table below and explained in the notes that follow. Even though revenues are expected to increase over the adopted budget, the Town cannot increase its spending for these additional revenues. Expenses must be kept within the total adopted budget amount. No expenditure adjustments are proposed at this time.

Notes:

NOTE	DESCRIPTION	GROUP	FUND	FY 23-24 CURRENT BUDGET	FY 23-24 REVISED ESTIMATE	INCREASE (DECREASE)	% Change
a	Sales Tax	Operating Budget	General Fund	44,520,829	45,806,415	1,285,586	3%
	Sales Tax	Operating Budget	EMS Fund	5,565,104	5,725,802	160,698	3%
	Sales Tax	Town Center Fund	Town Center Fund	1,805,482	1,410,573	(394,909)	-22%
	<i>Subtotal Sales Tax</i>			<i>51,891,415</i>	<i>52,942,790</i>	<i>1,051,375</i>	<i>2%</i>
b	State-Shared Revenue - Sales Tax	Operating Budget	General Fund	10,039,900	9,969,500	(70,400)	-1%
	State-Shared Revenue - Income Tax	Operating Budget	General Fund	18,692,200	18,764,434	72,234	0%
	State-Shared Revenue - VLT	Operating Budget	HURF Fund	3,926,600	3,687,100	(239,500)	-6%
	State-Shared Revenue - HURF	Operating Budget	HURF Fund	5,271,853	5,233,400	(38,453)	-1%
<i>Subtotal State-Shared Revenue</i>			<i>37,930,553</i>	<i>37,654,434</i>	<i>(276,119)</i>	<i>-1%</i>	
c	Construction Sales Tax	Operating Budget	General Fund	16,991,250	18,117,724	1,126,474	7%
	Construction Sales Tax	Operating Budget	EMS Fund	2,123,906	2,264,716	140,810	7%
	Construction Sales Tax	Construction Sales Tax Fund	Construction Sales Tax Fund	16,991,250	18,117,724	1,126,474	7%
	<i>Subtotal Construction Sales Tax</i>			<i>36,106,406</i>	<i>38,500,164</i>	<i>2,393,758</i>	<i>7%</i>
	Engineering Revenues	Operating Budget	General Fund	1,000,000	1,300,000	300,000	30%
	Building Revenues	Operating Budget	General Fund	4,500,000	8,500,000	4,000,000	89%
	<i>Subtotal Building Revenues</i>			<i>5,500,000</i>	<i>9,800,000</i>	<i>4,300,000</i>	<i>78%</i>
	Parks Impact Fees	Impact Fee Funds	Parks Impact Fee Fund	4,700,000	6,400,000	1,700,000	36%
	Transportation Impact Fees	Impact Fee Funds	Transportation Impact Fee Fund	3,300,000	5,600,000	2,300,000	70%
	Library Impact Fees	Impact Fee Funds	Library Impact Fee Fund	120,000	35,000	(85,000)	-71%
	Public Safety Impact Fees	Impact Fee Funds	Public Safety Impact Fee Fund	1,000,000	1,500,000	500,000	50%
	Fire Impact Fees	Impact Fee Funds	Fire Impact Fee Fund	1,800,000	2,900,000	1,100,000	61%
	<i>Subtotal Impact Fee Revenues</i>			<i>10,920,000</i>	<i>16,435,000</i>	<i>5,515,000</i>	<i>51%</i>
d	Fleet Charges Internal	Operating Budget	General Fund	446,800	600,000	153,200	34%
e	Safe and Smart Funds	Operating Budget	EMS Fund	75,000	200,000	125,000	167%
f	ETS Ambulance Revenue	Operating Budget	EMS Fund	1,900,000	500,000	(1,400,000)	-74%
g	PSPRS Premium Tax Credit	Operating Budget	EMS Fund	244,163	317,958	73,795	30%
<i>Subtotal Other Revenues</i>			<i>2,665,963</i>	<i>1,617,958</i>	<i>(1,048,005)</i>	<i>-39%</i>	
Total Revenue Adjustments				145,014,337	156,950,346	11,936,009	8%

- a) The Town's sales tax revenues continue to grow at a healthy pace. This is a combination of recent population growth, new businesses that have opened in Queen Creek in the last year, and the impacts inflation has had on increasing the cost of taxable goods. These budget adjustments represent a 14% growth in Town sales taxes over the prior year and a 2% increase over the adopted budget. Additionally, the Town Center sales tax fund is decreasing by about 22% from the adopted FY 2023-24 budget. The original estimate did not remove the impact of a one-time lump sum sales tax collection in the prior fiscal year. This reduction will

bring the Town Center sales tax to a level that reflects collection trends year-to-date.

- b) Adjustments to state-shared revenues represent the latest estimates from the state Department of Revenue and are based on the Town's official population of 76,752 as of July 1, 2023. The Town's original estimates of state shared revenues are slightly too high given the recent decrease in revenue collection experienced by the State. As a result, a downward adjustment to more closely match the Town's actual year-to-date collection patterns is being recommended. In the aggregate, the budget adjustment to state-shared revenues represents a 31% increase over the prior year and a 1% decrease over the adopted budget.
- c) The Town has issued 801 single-family permits from July through December 2023, exceeding the original budget projection of 800 for all of FY 2023-24 within six months. Permits were projected at a lower amount for FY 2023-24 due to a slowdown in permitting throughout FY 2022-23. Permitting has accelerated in the first half of FY 2023-24, requiring an upward adjustment to the projection. As a result, single-family permits are being increased to 1,280, an increase of 60%. In addition, commercial and multi-family development activity remains strong and makes up a considerable portion of the development projects within the town, resulting in additional revenues for development-related revenue line items. The decrease in Library Impact Fees is due to the Town's decision to eliminate that specific impact fee in July 2023, so the revised budget reflects actual collections up to the point of eliminating the fee.
- d) Revenues for internal fleet charges are being adjusted upwards by approximately \$150K due to an increase in reimbursements for maintenance and repair activity completed by Fleet Services for departments outside the General Fund. The increase in maintenance and repairs can be attributed to the increasing fleet size, as well as the continued maintenance and repair of aging vehicles and equipment, primarily due to supply chain delays in receiving new vehicle and/or equipment orders. The original budget was based on historical numbers and best estimates at the time, though staff did not have a lot of history on which to base the needs of the police department. The police department has significantly increased the volume of activity in Fleet Services.
- e) A portion of the state's marijuana excise tax revenues (Safe and Smart funds) are distributed to the Town and are dedicated to public safety uses. This program came into full effect last fiscal year, therefore there was limited historical information available when the FY 2023-24 adopted revenue budget was approved. This revenue adjustment will increase the budget in this category to be in line with the revenues the Town has received from the state so far this fiscal year.
- f) ETS Ambulance revenues are being revised downward by about \$1.4M due to lower-than-anticipated collections so far in FY 2023-24. Collections year-to-date have been impacted in part by the lag time between billing and collections, which is longer than was initially expected. Additionally, the current vendor responsible for billing has underperformed. We are switching vendors in March 2024 in an effort to get better results.
- g) The PSPRS Premium Tax Credit line item is based on the number of PSPRS employees statewide and in the Town, as well as the total insurance premiums collected by the state. The FY 2023-24 budget included an estimate of the tax credit since the actual number was not available until July 2023. This line item is

being adjusted upward by \$74K, or 30%, to align with the updated information from the State.

5-Year Operating Budget Revenue Forecast

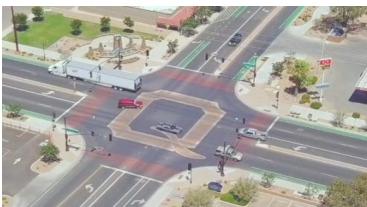
The attached presentation provides the initial Operating Budget revenue projections for the next 5 years. Despite the challenges presented due to current economic uncertainty, the Town has a thorough and well-defined process of estimating and monitoring revenues. We look forward to discussing these projections with you.

Alternative

The Town Council could choose to not approve some or all of these revenue budget adjustments. However, this would result in budget and financial reporting variances at year-end.

Attachments

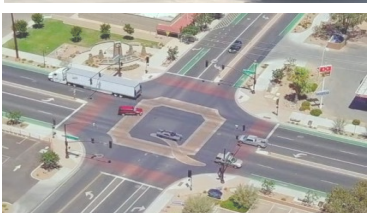
Presentation: 5-Year Operating Budget Revenue Forecast



5-YEAR OPERATING BUDGET REVENUE FORECAST

Town Council Meeting

February 7, 2024



“Forecasting is very difficult, especially if it is about the future.”

-Niels Bohr, Physicist, Nobel Prize winner, 1922

OUR APPROACH TO MONITORING AND ESTIMATING REVENUES



- #1 Priority of the Finance Department
- Successful Results
 - Actual Results Have Exceeded Projections for the Last 12 Years
- Resources
 1. Town Staff (Finance and Development Services)
 2. Outside Consultants
 3. Monthly Analysis and Reporting
 4. Memberships, Subscriptions, Publications, Webinars, and Conferences
 5. Sales Tax Analytical Software
 6. State's Legislative Budget Committee and Finance Advisory Committee

PURPOSE OF PRESENTATION

- Provide an Overview of the Economy
- Discuss the 5-Year Operating Budget Forecast
 - Determine the Amount Available for Spending in FY 24-25
- Approve FY 23-24 Revenue Budget Adjustments



PURPOSE OF PRESENTATION

- Provide an Overview of the Economy
- Discuss the 5-Year Operating Budget Forecast
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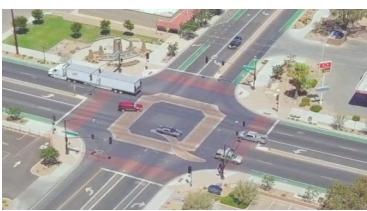


THE ECONOMY: UNCERTAINTY CONTINUES



- Will the Resiliency of the Consumer and the Labor Market Continue to Avoid a Recession?
- Will Inflation Continue to Decrease?
- Have We Yet Felt the Effects of the Interest Rate Increases?
- What Happens to Mortgage Rates?
- Will People Continue to Move to Arizona?
- Will There Be a Housing Market Correction?
- Will the State Legislature Enact Structural Revenue Changes that Reduce QC's Revenues?

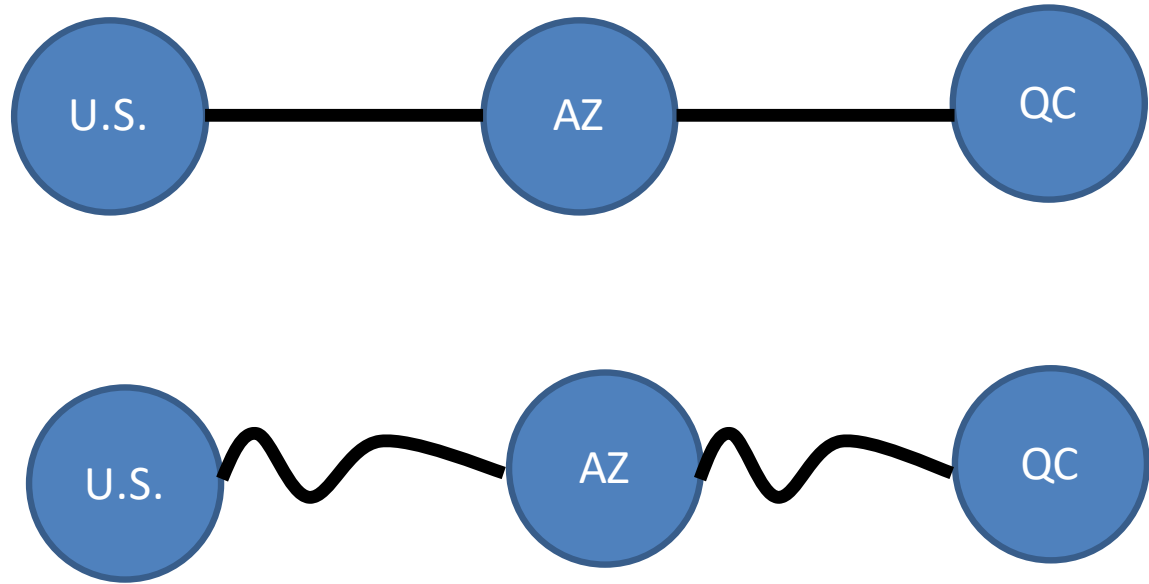
QC STRENGTHS



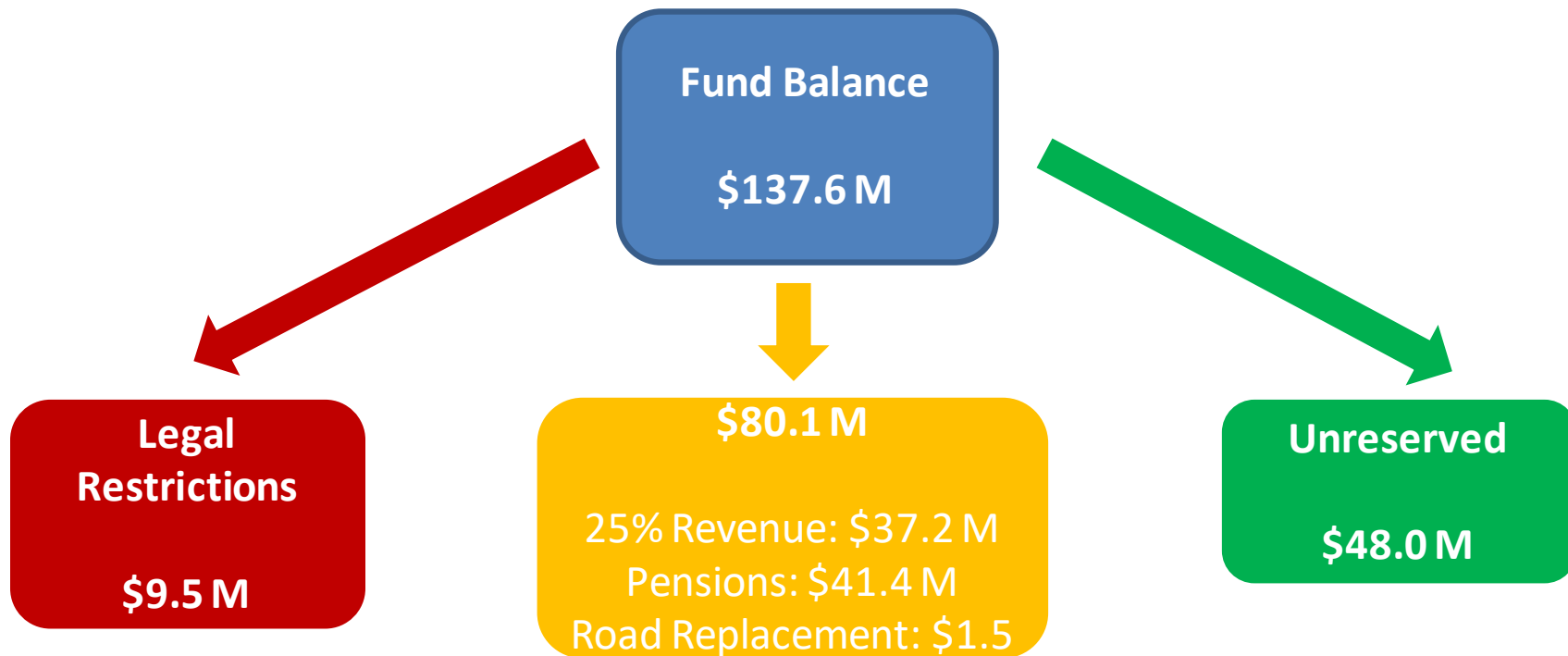
- QC Tends to Perform Better than U.S. and Arizona
- Record High Operating Budget Reserves (\$137.6M, 124% of Expenses)
- Fiscal Year-to-Date Results Are In Excess of Projections
- Diverse Revenues
- Our Comprehensive Approach to Estimating and Monitoring Revenues
- Population Growth and Strong Demographics
 - Median Household Income (~\$130K) and Low Unemployment
- Opportunities Exist Here – Our Economy Continues to Grow

“A ROD” VS. “A ROPE”

- Arizona Economy Tends to Perform Better than U.S. Economy
- Queen Creek’s Revenues Tend to Perform Better than Arizona’s



OPERATING FUND BALANCE: \$137.6M (JUNE 30, 2023)



PURPOSE OF PRESENTATION

- Provide an Overview of the Economy
- Discuss the 5-Year Operating Budget Forecast
 - Determine the Amount Available for Spending in FY 24-25
- Approve FY 23-24 Revenue Budget Adjustments



KEY THOUGHTS AND OBSERVATIONS



1. FY 2023-24

- Actual Results are Better than Projected
- Revised Projection: \$155.6M
 - +\$5.7M (+4%) Adjustments Recommended (Net)
 - Reflects New Construction Sales Tax \$10M Cap Policy for Pay-As-You Go Infrastructure Funding

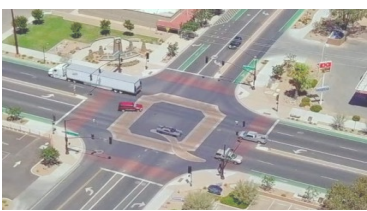
PAY-AS-YOU-GO INFRASTRUCTURE FUNDING

Purpose (New Policy)

- A Portion of the Operating Budget's 2% Construction Sales Tax is Used for Infrastructure Funding ("Yellow Box")
- Prevents an Unsustainable Amount of One-Time Construction Sales Taxes from Being Used for Ongoing Operating Expenses
 - Issue Given the Significant, Recent Growth of Construction Activity
- Reduces the Amount of Future Debt Issued for Infrastructure
- Helps Meet Debt Management Policy Objectives



Purpose	Sales Tax Rate
Operating Budget	2.0%
Police and Fire	0.25%
Construction Sales Tax for New Roads	<u>2.0%</u>
Total Tax Rate on Construction Activity	4.25%



PAY-AS-YOU-GO INFRASTRUCTURE FUNDING (CONTINUED)



NEW POLICY

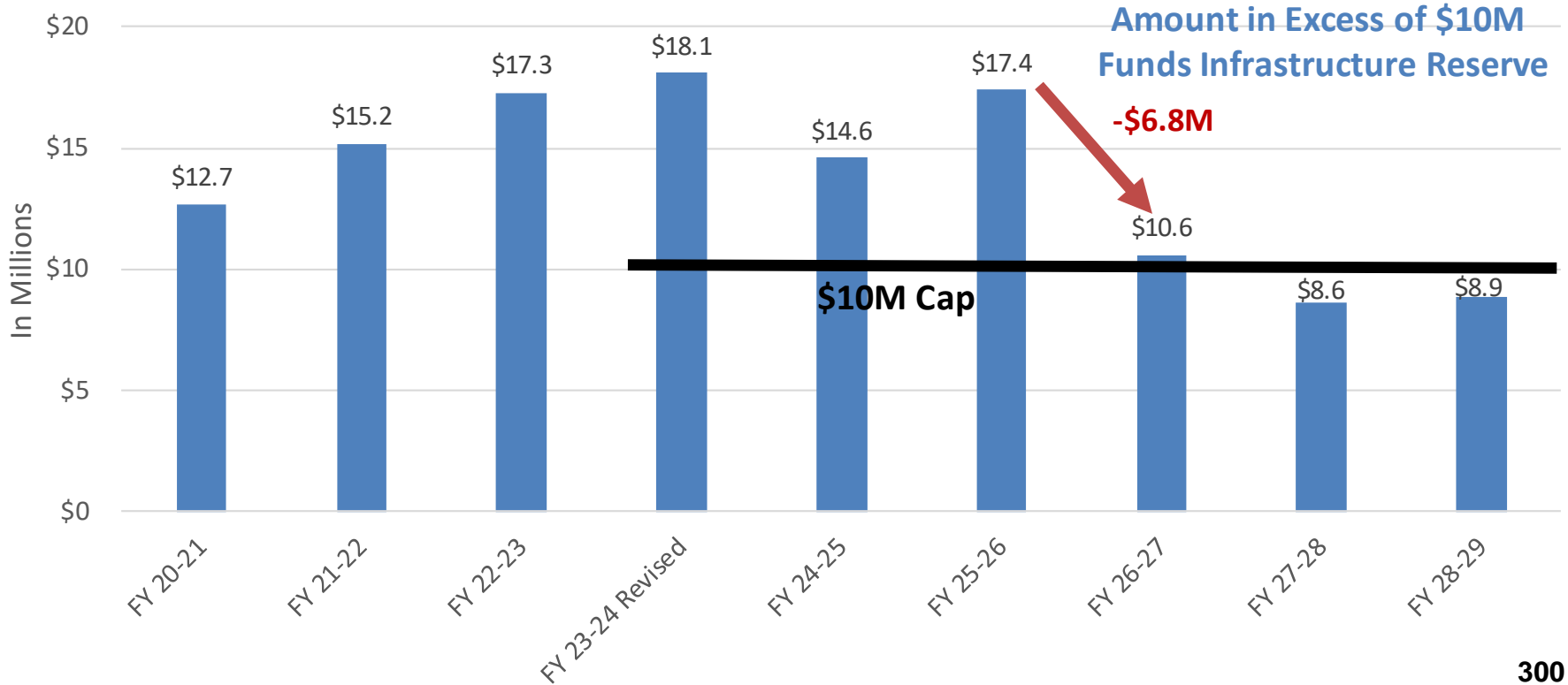
- Annual Cap of \$10M in Operating Budget, Excess to New “Infrastructure and Debt Management Reserve” (Yellow Box)
- Effective Date: FY 23-24 Budget
 - FY 23-24 Example: \$18.1M Annual Construction Sales Tax
 - Operating Budget: \$10M
 - New Infrastructure and Debt Management Reserve: \$8.1M

EXPECTED RESULTS

- Cash Accumulated After 3 Years: ~\$20M

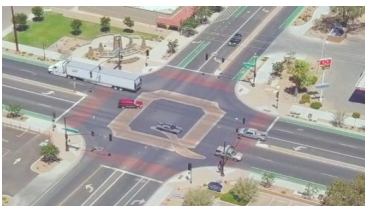
PAY-AS-YOU-GO INFRASTRUCTURE FUNDING (CONCLUDED)

2% Construction Sales Taxes



KEY THOUGHTS AND OBSERVATIONS

(CONTINUED)



2. FY 2024-25

- Projection: \$160.1M
 - +\$4.5M (+3%) Increase
- Reflects 2nd Year of Property Tax Freeze
- Residential Rental Tax Eliminated by State Legislation (\$1M Elimination)
- Flat State Shared Revenues (Caused by Reduced Income Tax Revenues)

KEY THOUGHTS AND OBSERVATIONS

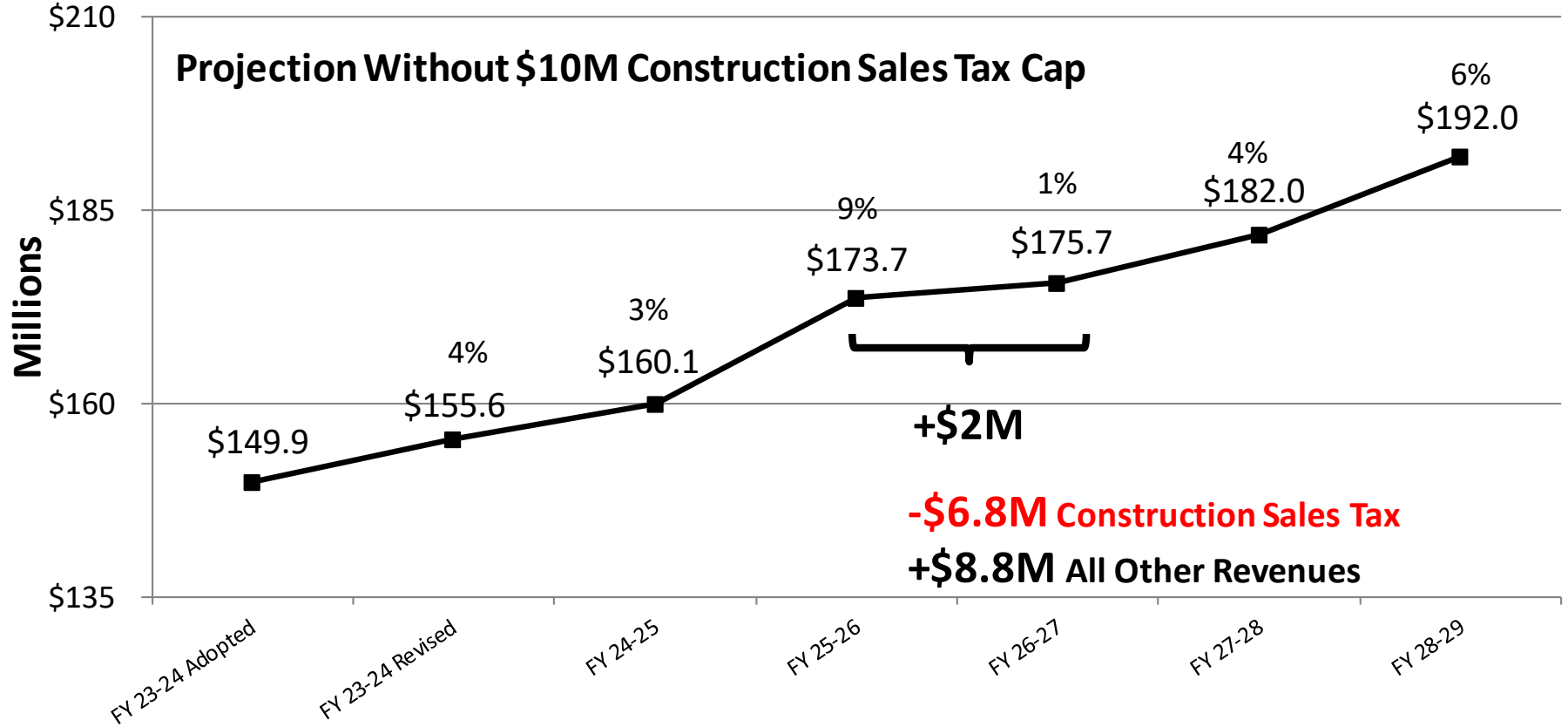
(CONCLUDED)

3. Longer Term

- LGES Revenues are **NOT** Included in Projections
- Revenues Show Continued, Steady Increases
- Population Growth Continues
 - Fixed Supply of New Home Inventory over Next 5 Years
 - New Multi-Family Units Continue
- Larger Retail Land Sites Decreasing

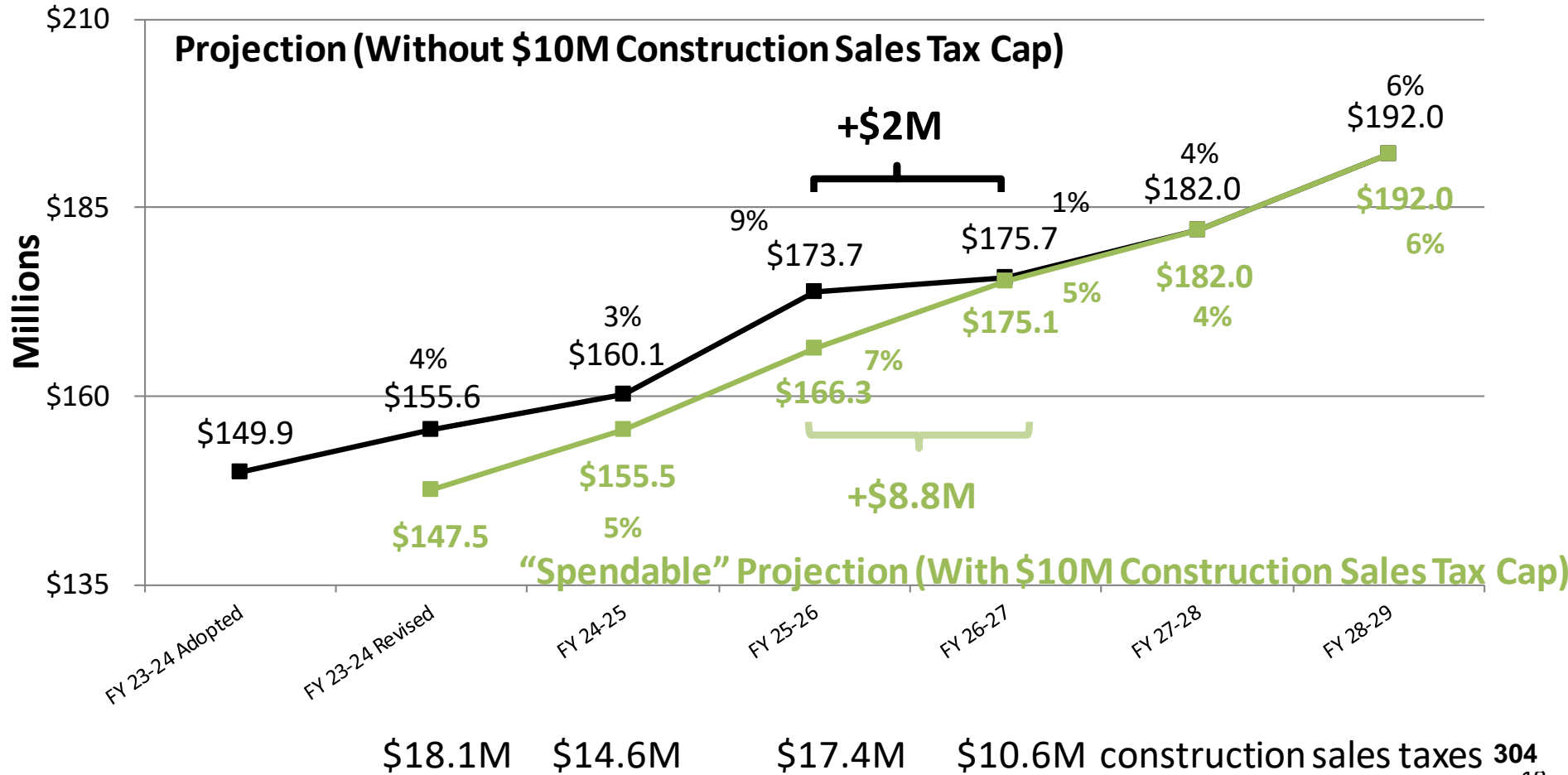


OPERATING BUDGET REVENUE FORECAST*



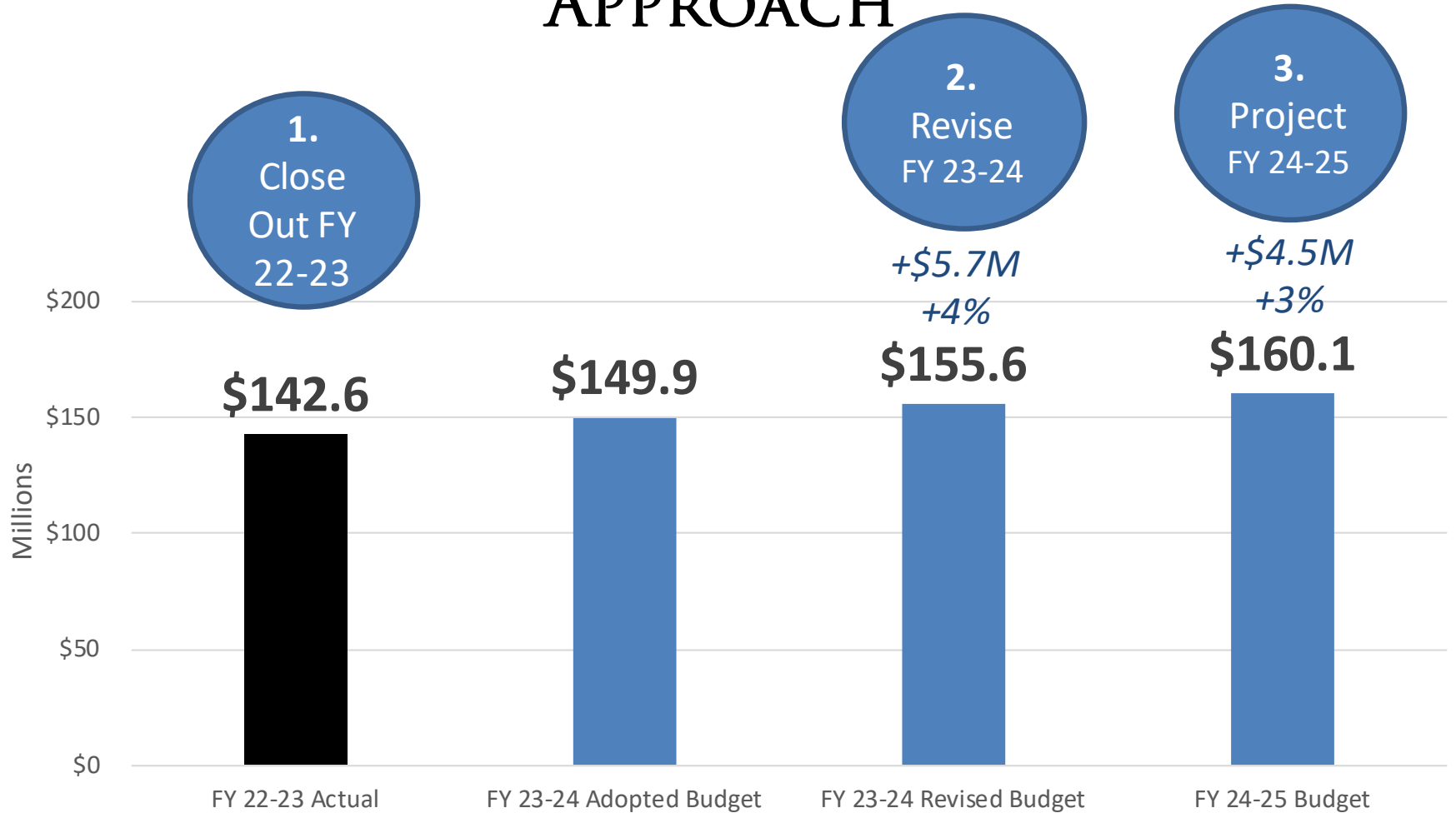
*Preliminary

OPERATING BUDGET REVENUE FORECAST*



*Preliminary

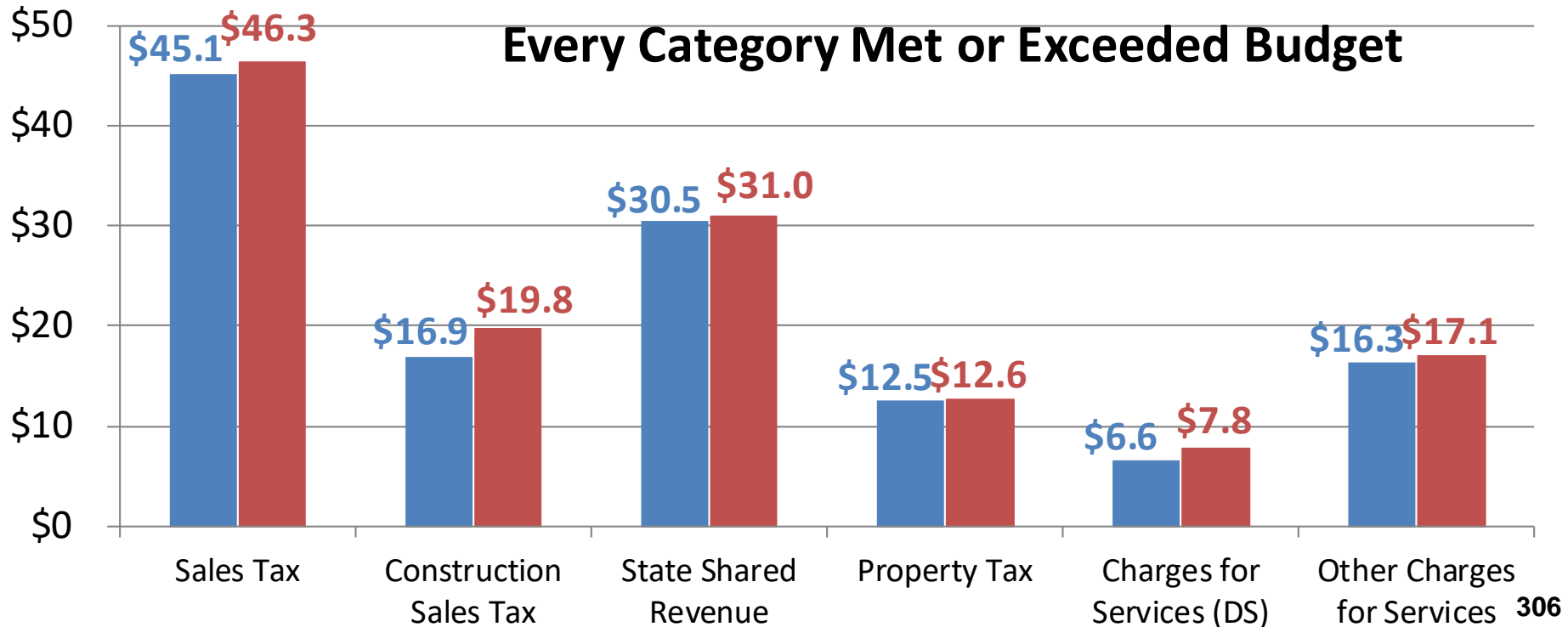
3-STEP REVENUE PROJECTION APPROACH



STEP #1

FY 22-23 REVENUE VARIANCE: +\$6.7M (+5%)

\$127.9M REVISED BUDGET TO \$134.6M ACTUAL



WHY POPULATION PROJECTIONS ARE CRITICAL?

1. Indicates Quantity and Cost of New Services Needed

- Examples: PD and Fire/EMS Calls, Traffic Volume, Recreation Classes

2. Identifies Location of New Infrastructure

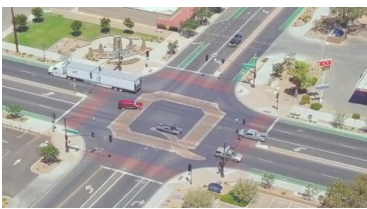
- Examples: Roads, Water and Wastewater Infrastructure, Parks

3. Identifies One-Time Revenues

- Building Permit Revenues, Construction Sales Tax, Impact/Capacity Fees

4. Identifies Ongoing Revenues

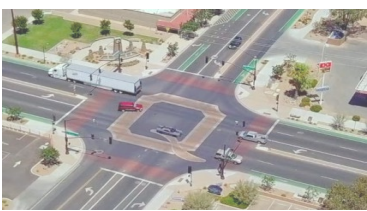
- ***Sales Tax Revenues***, State Shared Revenues



BUILDOUT POPULATION: 150K

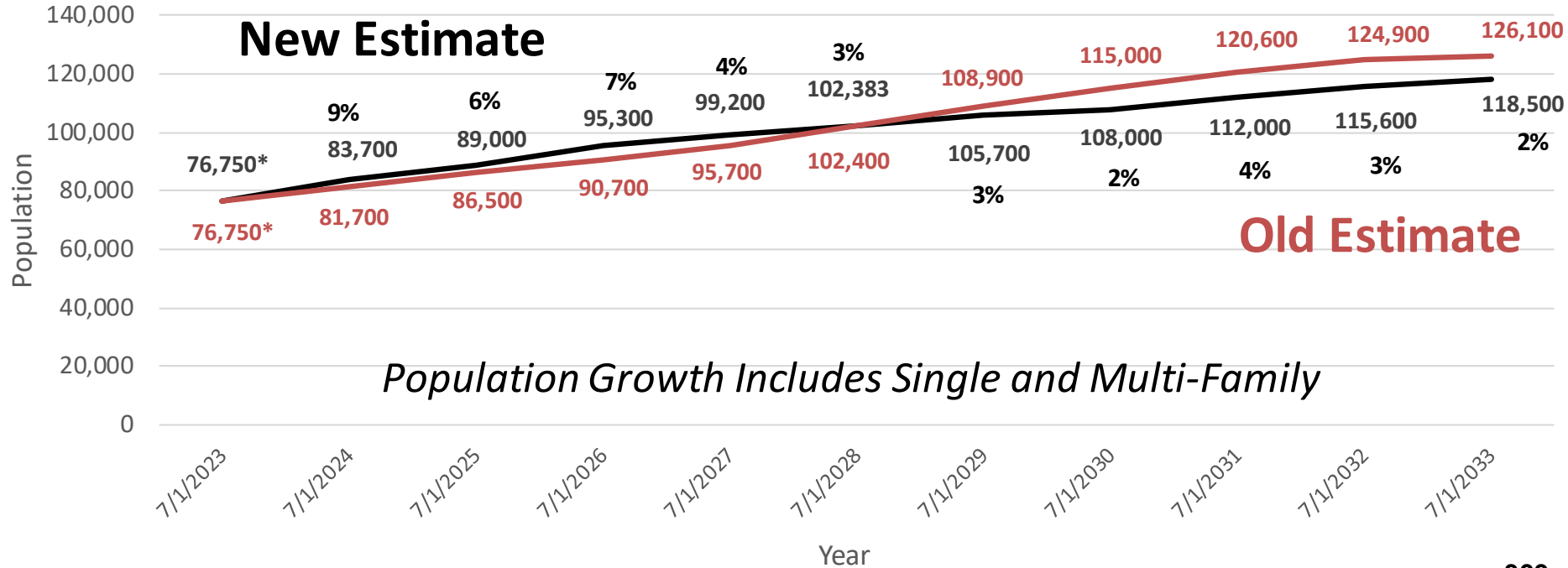
- Population growth is anticipated to continue for the next 10+ years
- Growth will slow as the inventory of available single family lots decrease
 - Population growth will occur less from large subdivisions and more from infill of smaller developments or single lots

	Population	% of Buildout Population	Increase Over Prior Period
2023 Population	76,750	51%	-
2028 (5 Years)	101,700	68%	25K (33%)
2033 (10 Years)	118,500	79%	17K (17%)
2040-2050 (~25 Years to Buildout)	150,000	100%	31K (26%)



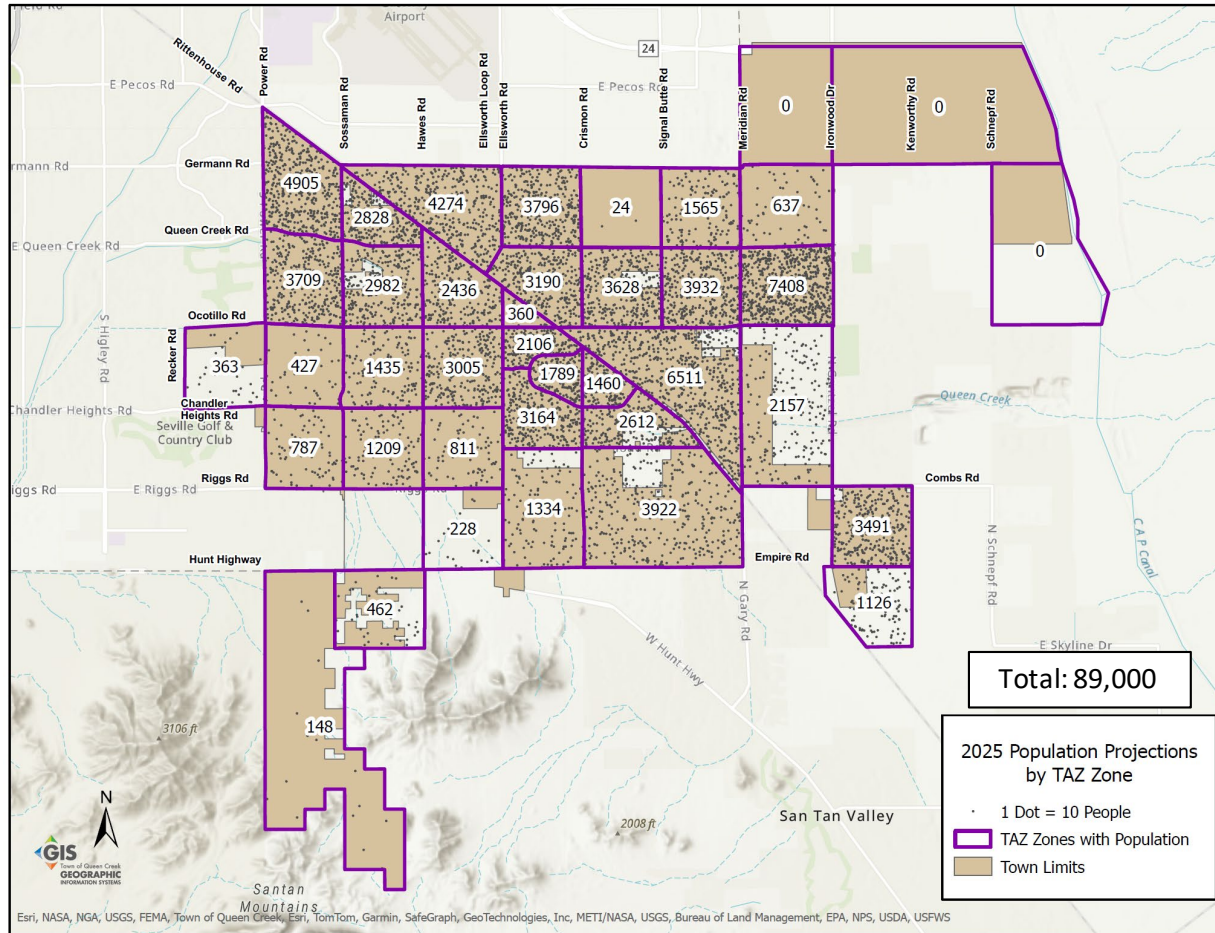
10-YEAR POPULATION PROJECTIONS

- 10-Year Population Increase: ~42K (54%)
- Buildout Population: ~150K (No Change)

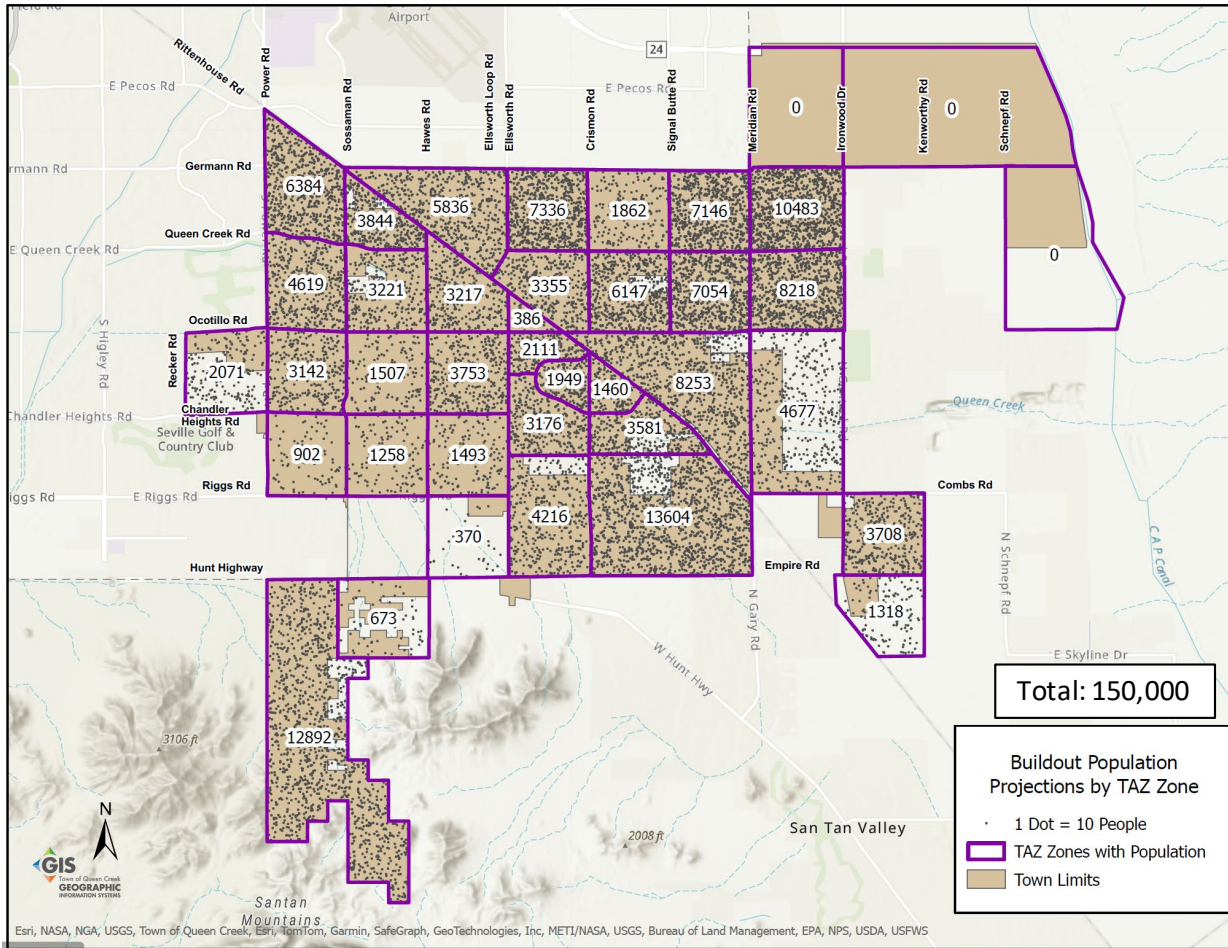


*7/1/2023 estimate from Arizona State Demographer, Office of Economic Opportunity

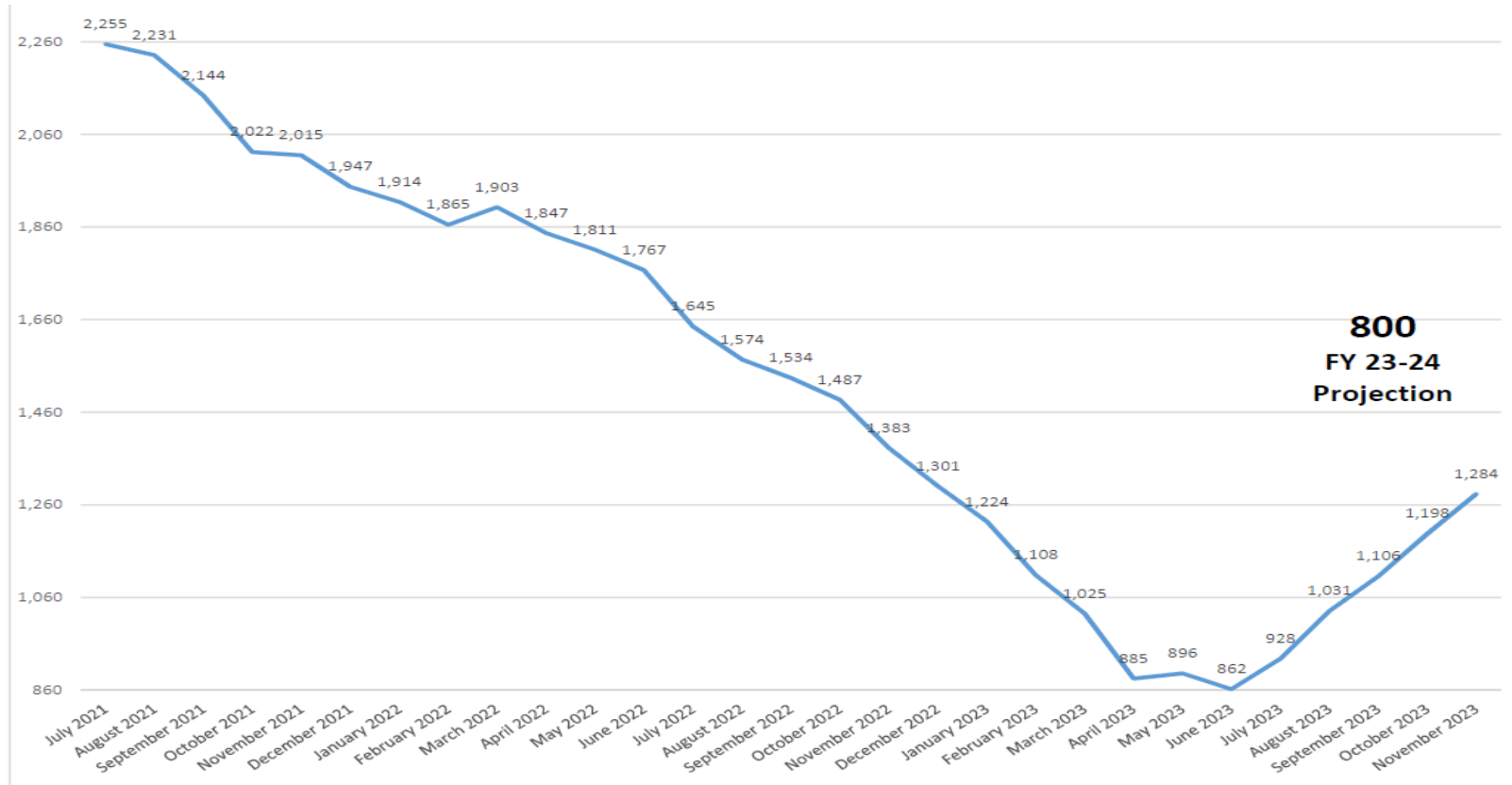
2025 POPULATION: 89K



BUILDOUT POPULATION: 150K

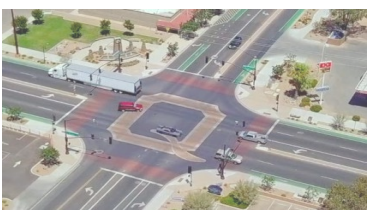
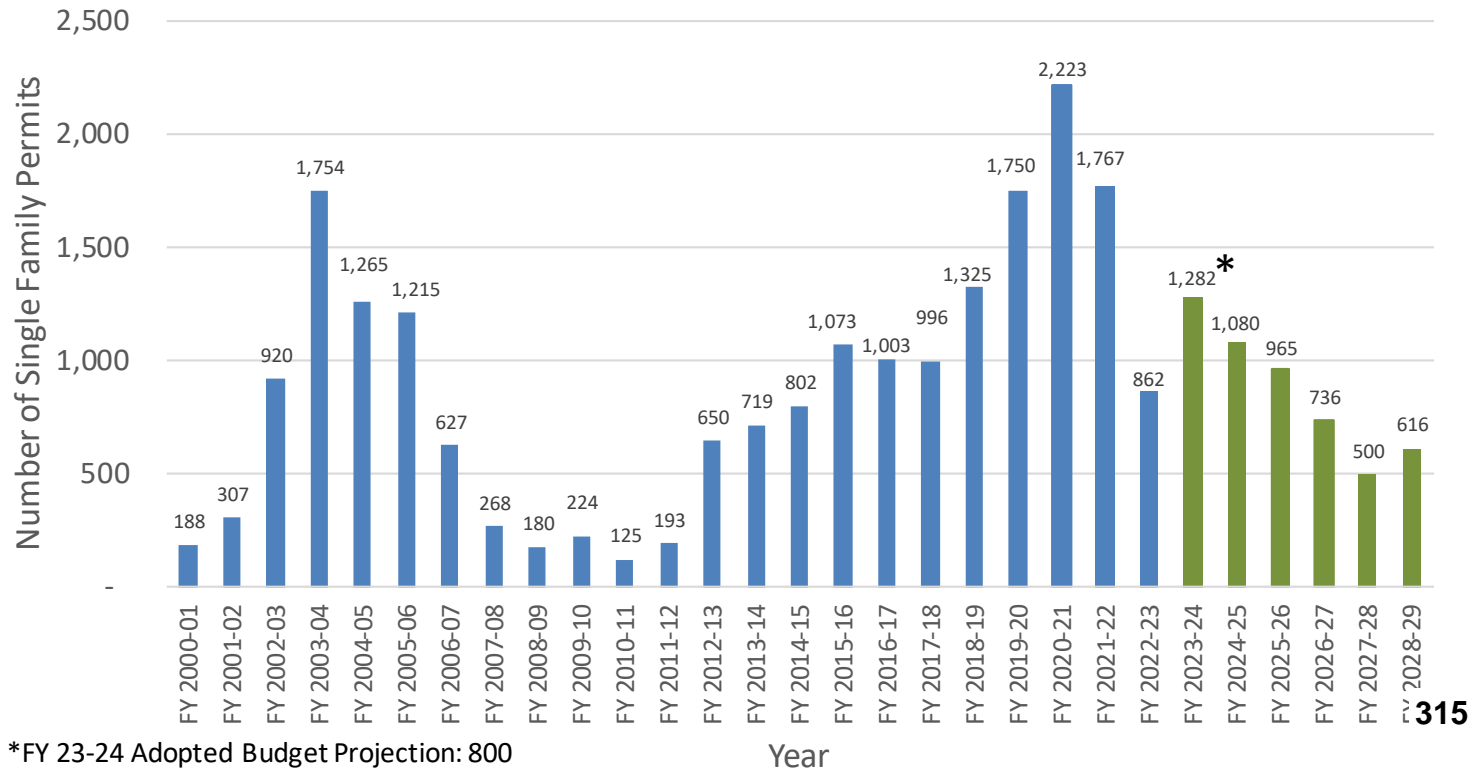


12-MONTH ROLLING SINGLE FAMILY PERMITS



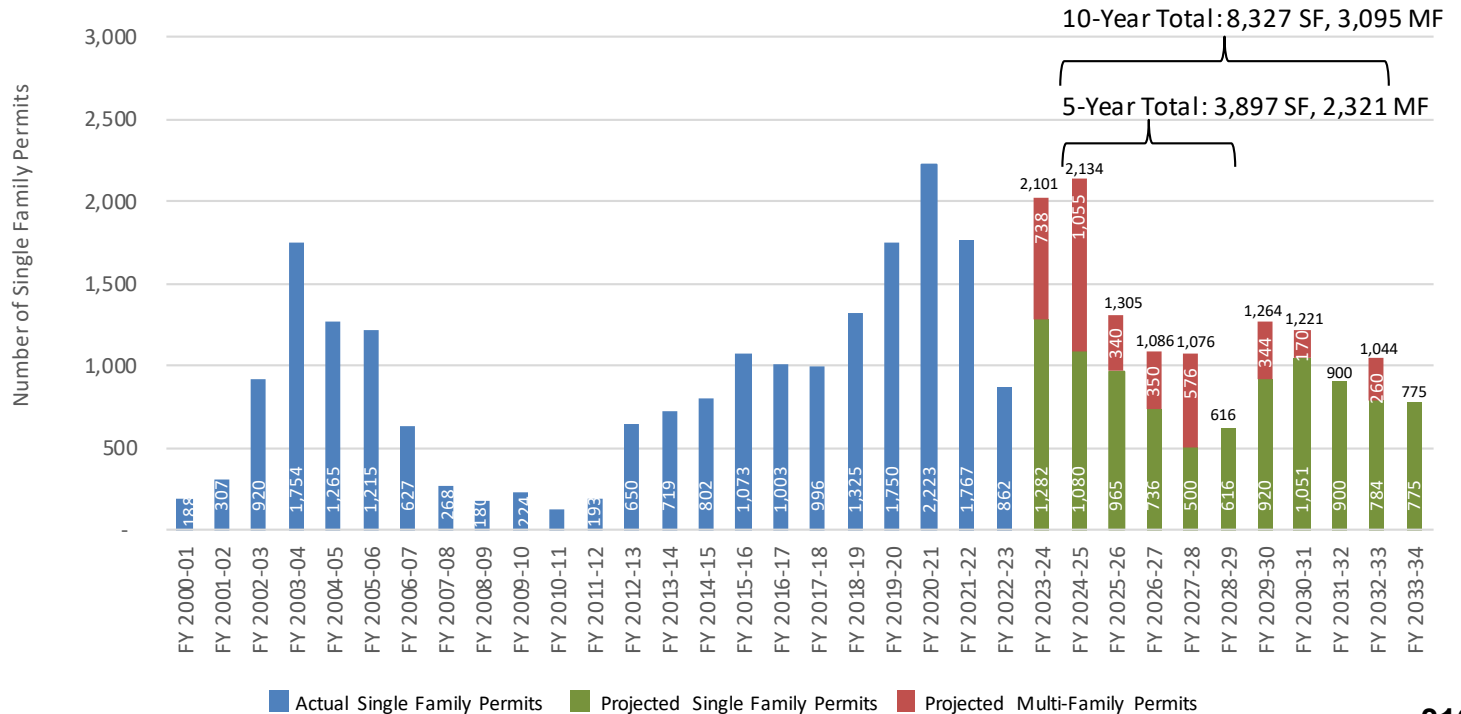
SINGLE-FAMILY PERMIT PROJECTIONS

- New 5-Year Permit Projections Have Been Decreased by 13%
 - From 5,240 to 4,563 (-677)



RESIDENTIAL PROJECTIONS

- Both single family and multi-family development projections are considered during the revenue projection process



*FY 23-24 Adopted Budget Projection: 800

SALES TAX BASE REMAINS STRONG

12-Month Rolling Actual Sales Tax Collections (Excludes Construction)

Millions

\$55
\$50
\$45
\$40
\$35
\$30
\$25

Feb-21 Mar-21 Apr-21 May-21 Jun-21 Jul-21 Aug-21 Sep-21 Oct-21 Nov-21 Dec-21 Jan-22 Feb-22 Mar-22 Apr-22 May-22 Jun-22 Jul-22 Aug-22 Sep-22 Oct-22 Nov-22 Dec-22 Jan-23 Feb-23 Mar-23 Apr-23 May-23 Jun-23 Jul-23 Aug-23 Sep-23 Oct-23

\$50.3M

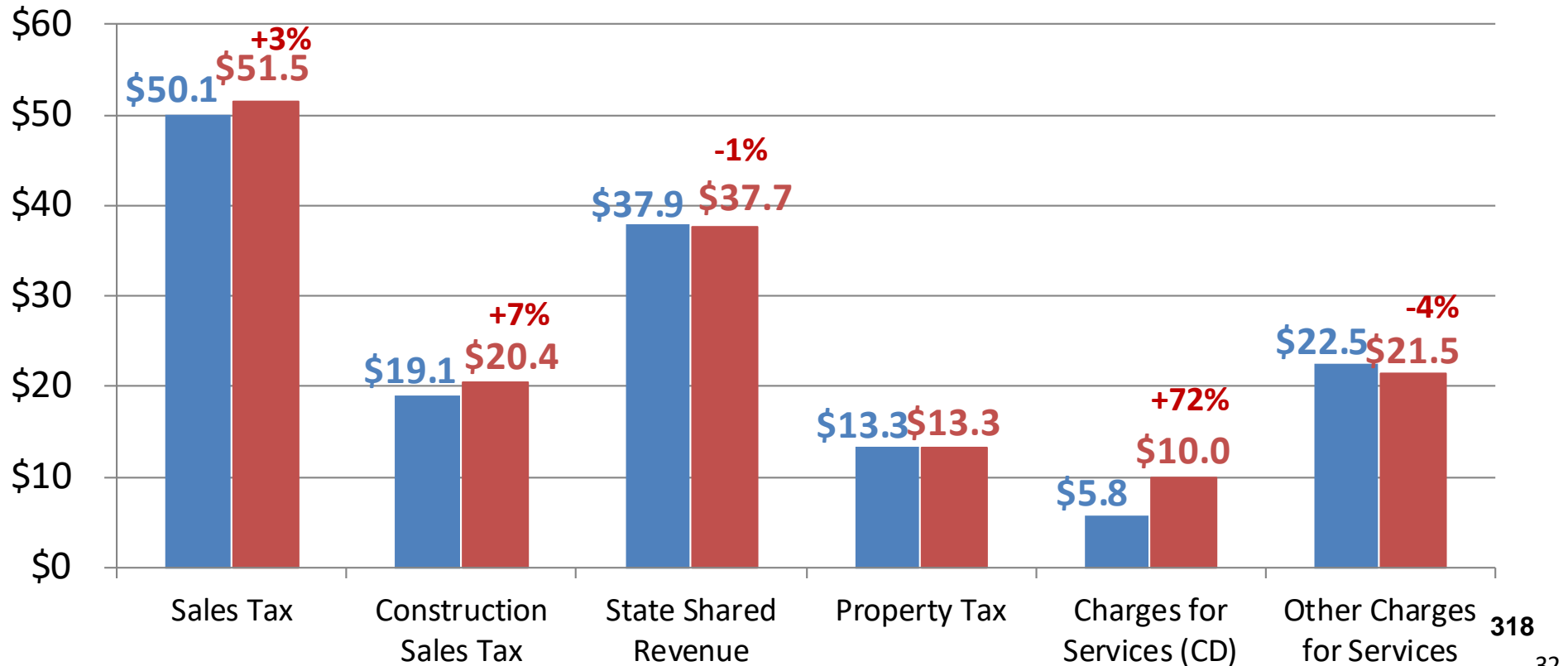
Why Increasing?

- Increased Population (In Town and Nearby)
- Inflation
- New Businesses in Town
- Increased Online Activity (another form of new businesses)

STEP #2

FY 23-24 REVISIONS: +\$5.7M (+4%)

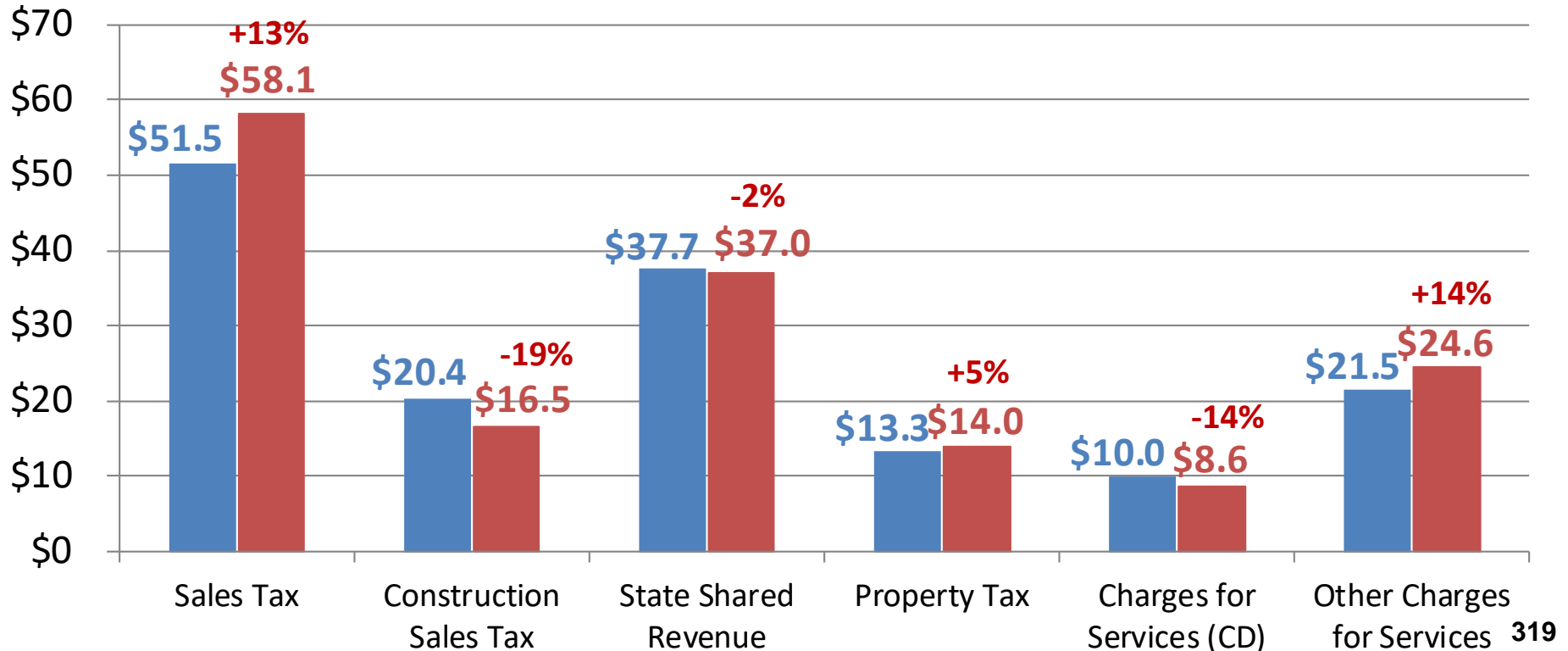
\$148.7M ADOPTED BUDGET TO \$154.4M REVISED



STEP #3

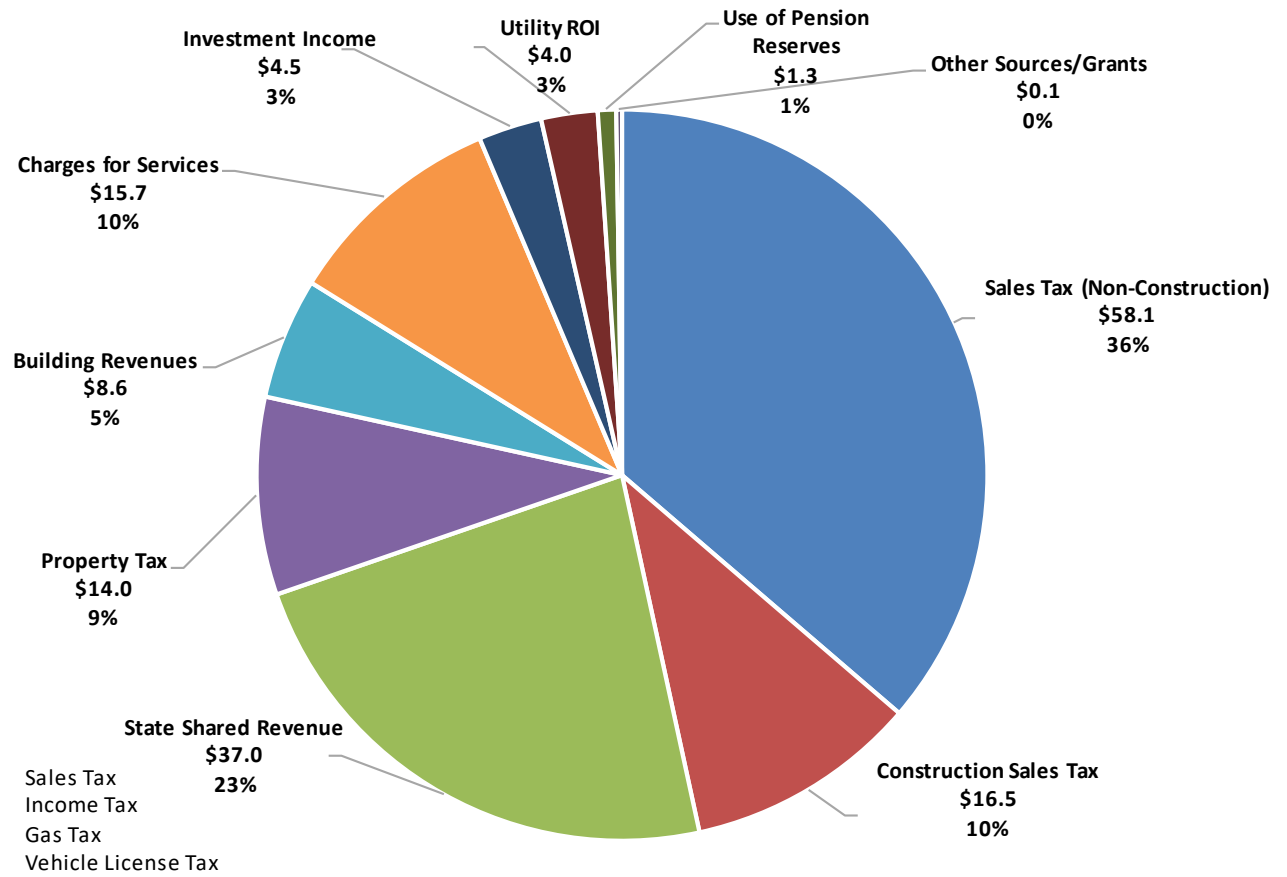
FY 24-25 INCREASE: +\$4.4M (+3%)

\$154.4M REVISED BUDGET TO \$158.8M FY24-25 PROJECTED



FY 24-25 OPERATING REVENUES/SOURCES

\$160.1M (10 MAJOR REVENUES)



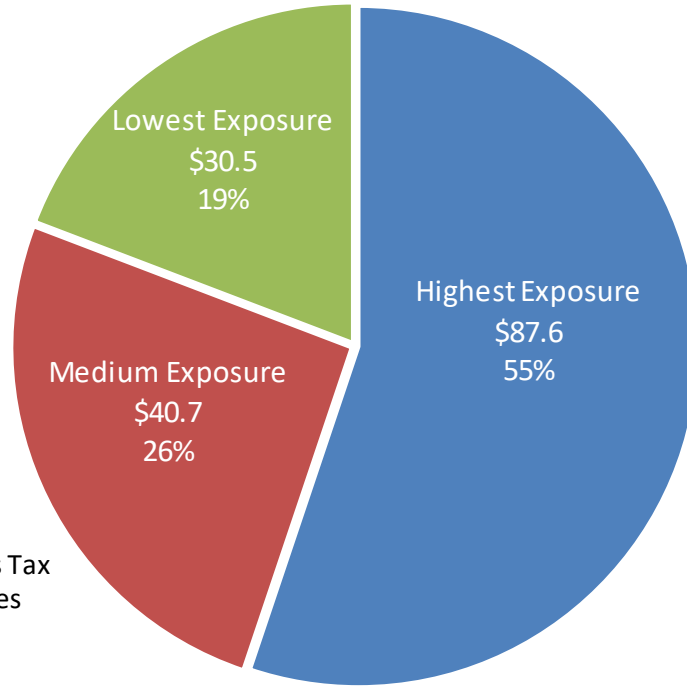
Sales Tax
Income Tax
Gas Tax
Vehicle License Tax

REVENUE PREDICTABILITY



- Property Tax
- State Income Tax
- Investment Income

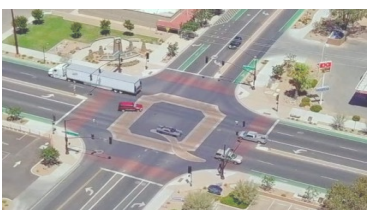
- Construction Sales Tax
- Charges for Services
- Utility ROI



- Sales Tax
- State Sales Tax
- Highway User Revenue Fund
- Vehicle License Tax
- Building Revenues

CLOSING THOUGHTS

- Economic Uncertainty Exists
- QC Remains in a Strong Financial Position with Strong Reserves and Increasing Revenues
- Timely Financial Reporting and Monitoring Remains a Priority
- Town Staff will Continue Asking the Right Questions about How the Economy Impacts QC



PURPOSE OF PRESENTATION

- Provide an Overview of the Economy
- Discuss the 5-Year Operating Budget Forecast
 - Determine the Amount Available for Spending in FY 24-25
- **Approve FY 23-24 Revenue Budget Adjustments**



RECOMMENDATION

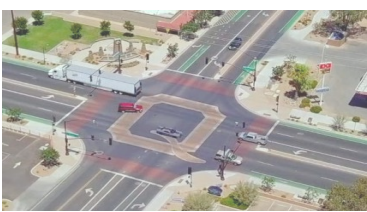
Motion to approve FY 23-24 \$11.9M Revenue Budget Adjustments in All Funds as Presented in the Staff Report



APPENDIX

TABLE OF CONTENTS

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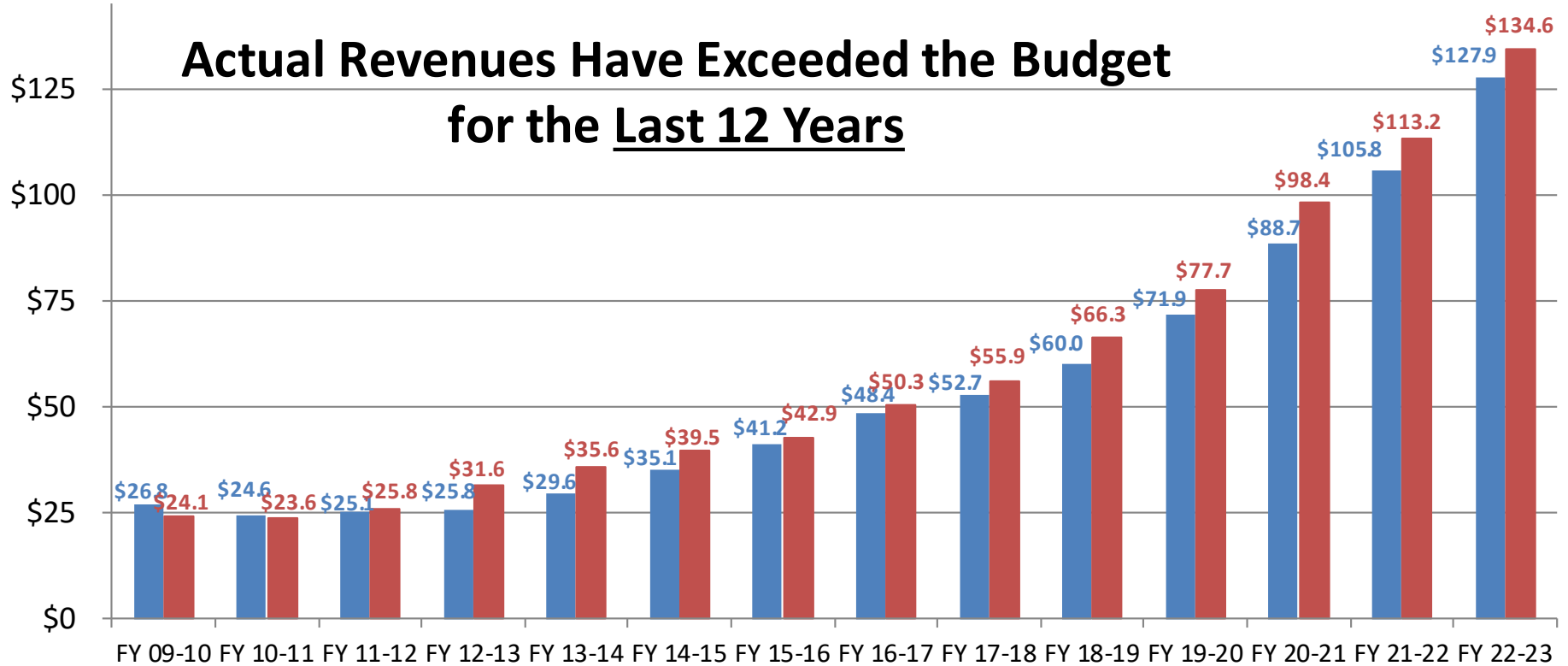
QUEEN CREEK DEMOGRAPHIC INFORMATION

Year Incorporated	1989
Square Miles	42 Town Boundary (Planning Area ~72)
Population June 30, 2023 (AZ Office of Economic Opportunity)	76,752
Average Household Size (2022 ACS 1-Year Estimate)	3.28
Median Age (2022 ACS 5-Year Estimate)	36.7 years
Median Household Income (2022 ACS 5-Year Estimate)	\$127,182
Median Value of Housing (2022 ACS 5-Year Estimate)	\$493,700
Net Full Cash Property Value (Maricopa and Pinal County Assessors)	\$14.3 billion
Workforce (2022 ACS 5-Year Estimate)	44% have a BS Degree or Higher
Unemployment Rate, November 2023 (Bureau of Labor Statistics, November 2023)	3.3% (Maricopa County: 3.5%, State: 4.0%)

OPERATING REVENUE VARIANCE HISTORY

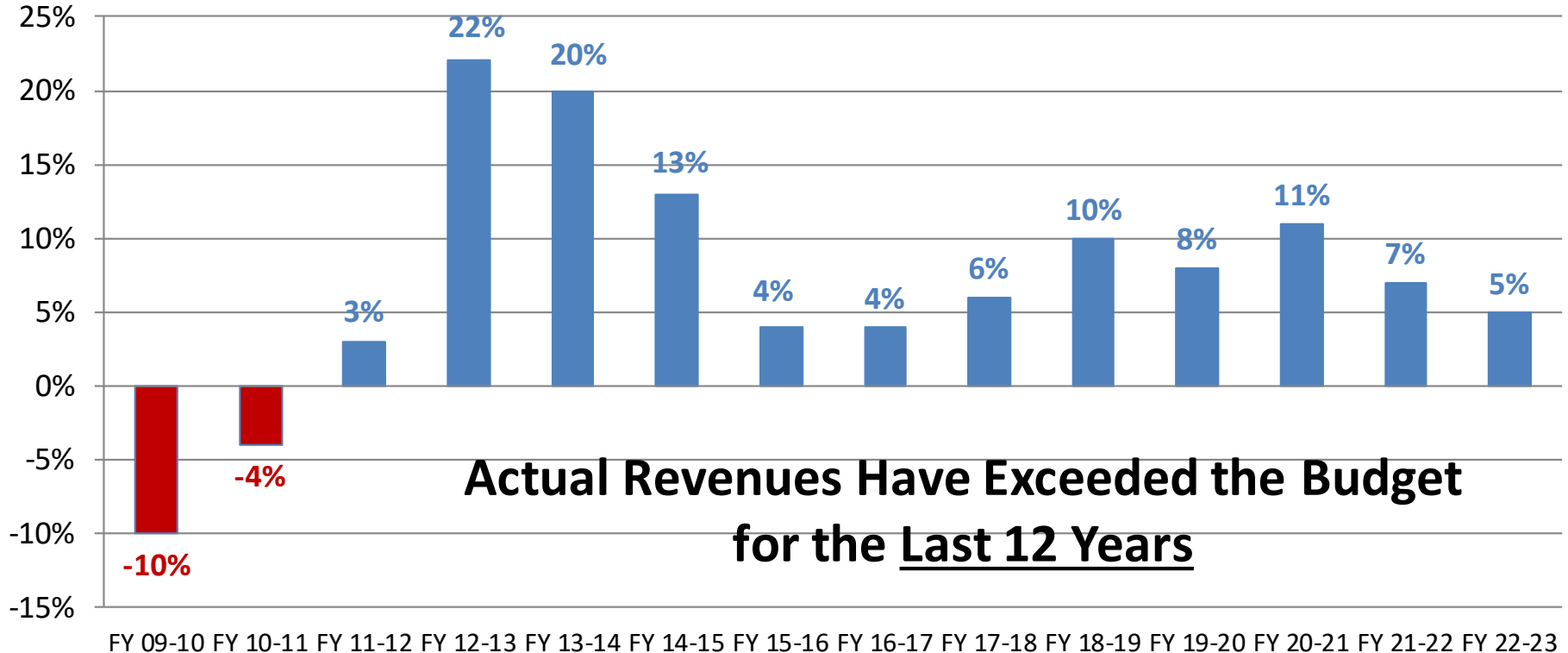
BUDGET TO ACTUAL

**Actual Revenues Have Exceeded the Budget
for the Last 12 Years**



OPERATING REVENUE VARIANCE HISTORY

ACTUAL IN EXCESS (LESS THAN) BUDGET



FY 23-24 REVISED OPERATING BUDGET REVENUE

	FY 22-23 Actual	FY 23-24 Adopted Budget	FY 23-24 Revised Budget	\$ Change	% Change
Sales Tax	\$46.3M	\$50.1M	\$51.5M	\$1.4M	+3%
Construction Sales Tax	\$19.8M	\$19.1M	\$20.4M	\$1.3M	+7%
State Shared Revenue	\$31.0M	\$37.9M	\$37.7M	(\$0.2M)	(1%)
Property Tax*	\$12.6M	\$13.3M	\$13.3M	-	-
Building Revenues	\$7.8M	\$5.8M	\$10.0M	\$4.2M	+72%
Charges for Services	\$11.2M	\$15.0M	\$14.0M	(\$1.0M)	(7%)
Investment Income	\$2.2M	\$3.7M	\$3.7M	-	-
Other Sources/Grants	\$0.3M	-	-	-	=
Utility ROI for Public Safety	<u>\$3.4M</u>	<u>\$3.8M</u>	<u>\$3.8M</u>	=	=
Subtotal	\$134.6M	\$148.7M	\$154.4M	\$5.7M	+4%
Use of Pension Reserves (ASRS)	\$1.0M	\$1.2M	\$1.2M	-	-
Use of Pension Reserves (PD Pension Reserves)	<u>\$7.0M</u>	=	=	=	=
Total Revenue	\$142.6M	\$149.9M	\$155.6M	\$5.7M	+4%
Change from FY 22-23 Actual		\$7.3M	\$13.0M		

*Property Tax "Frozen" for 5 Years beginning FY 23-24. Revenue increase represents new construction only.

FY 23-24 REVISED VS. FY 24-25 BUDGET: +\$4.5M (3%)

	FY 23-24 Revised Budget	FY 24-25 Budget	\$ Change	% Change
Sales Tax	\$51.5M	\$58.1M	\$6.6M	+13%M
Construction Sales Tax	\$20.4M	\$16.5M	(\$3.9M)	(19%)
State Shared Revenue	\$37.7M	\$37.0M	(\$0.7M)	(2%)
Property Tax*	\$13.3M	\$14.0M	\$0.7M	+5%
Building Revenues	\$10.0M	\$8.6M	(\$1.4M)	(14%)
Charges for Services	\$14.0M	\$15.7M	\$1.7M	+12%
Investment Income	\$3.7M	\$4.5M	\$0.8M	+22%
Other Sources/Grants	-	\$0.4M	\$0.4M	-
Utility ROI for Public Safety	<u>\$3.8M</u>	<u>\$4.0M</u>	<u>\$0.2M</u>	<u>+5%</u>
Subtotal	\$154.4M	\$158.8M	\$4.4M	+3%
Use of Pension Reserves (ASRS)	\$1.2M	\$1.3M	\$0.1M	+8%
Use of Pension Reserves (PD Pension Reserves)	=	=	=	=
Total Revenue	\$155.6M	\$160.1M	\$4.5M	+3%

*Property Tax “Frozen” for 5 Years beginning FY 23-24. Revenue increase represents new construction only.

FY 24-25 OPERATING BUDGET REVENUE

	FY 22-23 Actual	FY 23-24 Revised Budget	FY 24-25 Budget	\$ Change	% Change
Sales Tax	\$46.3M	\$51.5M	\$58.1M	\$6.6M	+13%
Construction Sales Tax	\$19.8M	\$20.4M	\$16.5M	(\$3.9M)	(19%)
State Shared Revenue	\$31.0M	\$37.7M	\$37.0M	(\$0.7M)	(2%)
Property Tax*	\$12.6M	\$13.3M	\$14.0M	\$0.7M	+5%
Building Revenues	\$7.8M	\$10.0M	\$8.6M	(\$1.4M)	(14%)
Charges for Services	\$11.2M	\$14.0M	\$15.7M	\$1.7M	+12%
Investment Income	\$2.2M	\$3.7M	\$4.5M	\$0.8M	+22%
Other Sources/Grants	\$0.3M	-	\$0.4M	\$0.4M	0%
Utility ROI for Public Safety	<u>\$3.4M</u>	<u>\$3.8M</u>	<u>\$4.0M</u>	<u>\$0.2M</u>	<u>+5%</u>
Subtotal	\$134.6M	\$154.4M	\$158.8M	\$4.4M	+3%
Use of Pension Reserves (ASRS)	\$1.0M	\$1.2M	\$1.3M	\$0.1M	+8%
Use of Pension Reserves (PD Pension Reserves)	<u>\$7.0M</u>	=	=	=	=
Total Revenue	\$142.6M	\$155.6M	\$160.1M	\$4.5M	+3%
Change from FY 22-23 Actual		\$13.0M	\$17.5M		

*Property Tax "Frozen" for 5 Years beginning FY 23-24. Revenue increase represents new construction only.

FACTORS IMPACTING DEVELOPMENT TIMING



- Total single family permits have been higher than originally projected for the past two fiscal years (FY 2022-23 and FY 2023-24 year-to-date)
 - This ultimately reduces the available inventory and causes a decline in permitting in future fiscal years
 - A decline in single family permitting impacts our population growth
- The inability of “gold properties” to develop has an impact on the available lot inventory and the timing of how current subdivisions are developing
 - Some subdivisions and phases that were originally projected to start in the outer years have moved their projects forward
- Changes in multi-family project schedules can have a big impact on a single fiscal year’s unit projections

SUBDIVISION TIMING

- Multiple subdivisions have seen increased activity over the past 3 years and are estimated to close out within 5 years
- Many subdivisions have not started the planning process and are not projected to begin construction until FY28 or after



Sample of Subdivisions Ready to Pull Permits/Close Out Within 5 Years		Sample of Subdivisions Estimated to Pull Permits in 5+ Years	
Subdivision Name	Total Lots	Subdivision Name	Total Lots
Barney Farms*	1,700	Box Canyon	3,278
Madera	872	Germann 516	1,947
Empire Pointe	533	Jorde Farms South	1,814
Ellsworth Ranch	451	Bosma Farms	750
Legado (E, F) (Sossaman)	405	Sossaman Farms	700
Jorde Farms North Ph. 2	401	North Creek (Ph. 2) (Zimmerman Dairy)	381
North Creek Ph. 1 (Zimmerman Dairy)	364	Jorde Farms North (South of SRP Site)	343
Legado West*	325	Hudson Station	127
Total	5,051		9,340

*Some phases will still be under construction after 5 years; all subdivisions on right side of table are gold properties

PROJECTED LOT AVAILABILITY (ESTIMATED BASED ON CURRENT ZONING)

- As the supply of available units is used up, development and population growth will slow

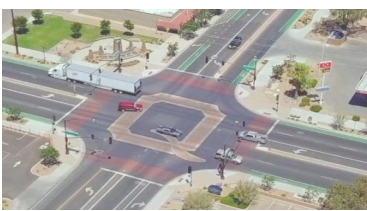
	Assumes Gold Properties Are Available To Develop		Assumes Gold Properties Are Not Available to Develop	
	Supply of Available Units	YOY Change	Supply of Available Units	YOY Change
FY23	15,300		6,900	
FY24	14,000	(1,300)	5,600	(1,300)
FY25	12,900	(1,100)	4,500	(1,100)
FY26	12,000	(900)	3,600	(1,000)
FY27	11,200	(800)	2,800	(800)
FY28	10,700	(500)	2,300	(500)
FY29	10,100	(600)	1,900	(400)
FY30	9,200	(900)	1,600	(300)
FY31	8,150	(950)	1,200	(400)
FY32	7,250	(900)	870	(330)
FY33	6,500	(750)	630	(240)

*Does not include estimated population from multi-family developments; does not include State Land

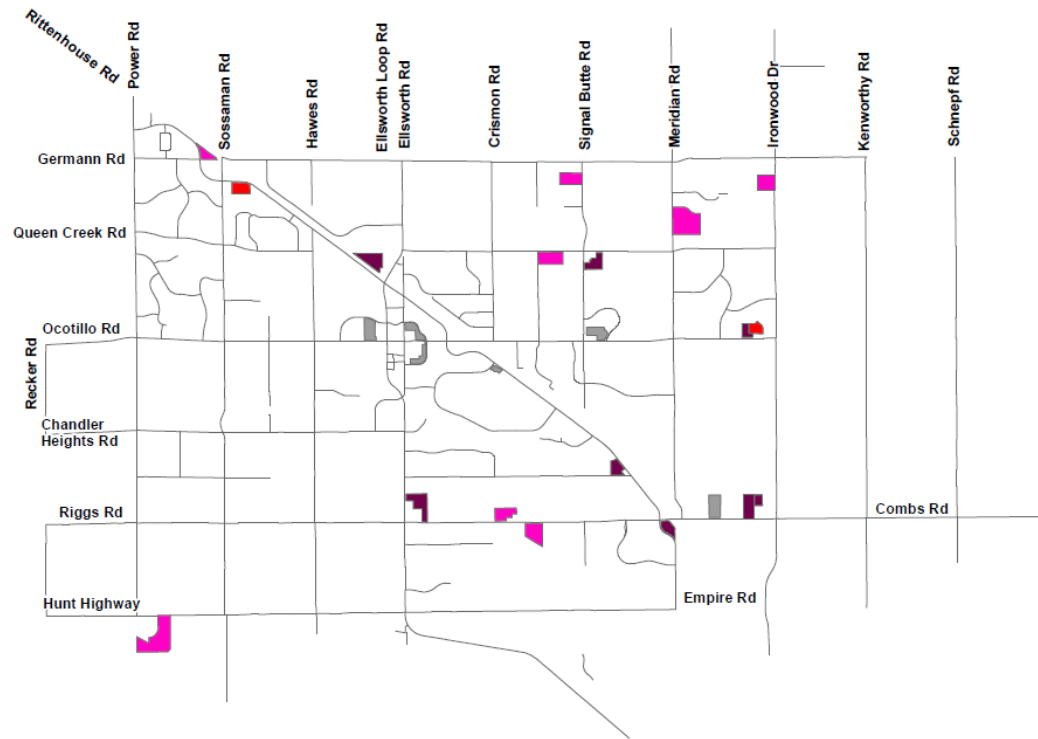
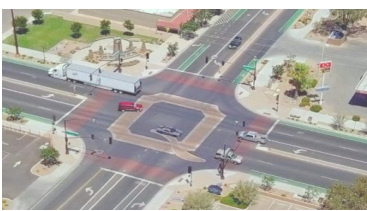
MULTI-FAMILY PROJECTIONS

- Now a Significant Element of Our Projections Due to Increased Activity
- FY 2023-24 to FY 2028-29 Estimate: ~3,059 units (per schedule below)
- Considerations Include:
 - Lag between permitting and certificate of occupancy impacts revenue timing
 - Vacancy level of new units vs. existing multi-family developments
 - Census Bureau and State demographer multi-family assumptions

	FY23-24 Revised	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Total
Multi-Family Units	738	1,055	340	350	576	0	3,059
Number of Projects	5	3	1	1	2	0	12



MULTI-FAMILY DEVELOPMENT MAP



Multi-Family Development Status

- Future development - estimated 1,742 units
- Active development construction - 291 units
- Active unit construction - 1,789 units total (216 left to permit*)
- Completed - 1,108 units

*as of Oct. 23

MULTI-FAMILY DEVELOPMENT TYPES



Development	Style	Location	FY24 Units	FY25 Units
Residences at QC Commons	Single Story Attached/Detached	NEC Ellsworth & Riggs	31	
Bungalows	Single Story Attached/Detached	W of Vineyard Town Center	236	
Avanterra	Single Story Attached/Detached	SEC of Signal Butte & Queen Creek	130	
Sparrow Townhomes	Townhomes	S/SE of Ironwood Crossing	110	
Encanterra Casitas	Condos	Encanterra Neighborhood	45	
Mayberry on Rittenhouse	Attached & Detached 1- & 2-Story Units	SEC of Sossaman & Rittenhouse	186	
Alexan	3-Story Building	S of SWC of Signal Butte & Germann		495
Elanto	Townhome, Single Family, Single-Story Attached/Detached	N of NEC Meridian & Pima		320
Hudson Station	Single Story Attached/Detached	SEC Signal Butte & Queen Creek		240
		Totals	738	1,055

NON-RESIDENTIAL NEW CONSTRUCTION CONTINUES



- FY 22-23 Activity: 1.3M Square Feet (26% Increase to Base of 5.0M Square Ft)
- Estimates (per schedule below):
 - FY 23-24: 884K Square Feet (14% Increase)
 - FY 24-25: 877K Square Feet (12% Increase)
- Large focus on industrial corridor in the northern part of QC (Meridian Rd.)
- **Proposed developments in State Lands are not included in these projections**

Development Type	FY 23-24 SF	FY 24-25 SF
Commercial	688K	221K
Industrial	117K	623K
Office	38K	15K
Churches, Educational, Other	41K	18K
TOTAL	884K	877K

WHAT IS SUBJECT TO CITY SALES TAX?



Sales Tax Categories and Examples:

- Retail Sales
 - Furniture, automobiles, groceries and household supplies
- Restaurants & Bars
- Construction Contracting
- Communications & Utilities
- Rentals, Real Estate & Leases
 - Commercial leases, equipment rentals
- Others
 - Short-term rentals, entertainment, health club memberships

What is not subject to city sales tax?

- Long-Term Residential Rentals (starting Jan. 2025)
- Services
- Gasoline
- Some agricultural items

THE IMPORTANCE OF SALES TAXES (NON-CONSTRUCTION)

- 36% of Our Operating Revenues (\$58M)
- Queen Creek Residents Represent the Majority of Shoppers
- Non-Resident Shoppers are Significant
 - Eastmark and San Tan Valley
 - Visitors to Town Center come from the following zip codes:
 - 38% from Queen Creek (85142)
 - 30% from San Tan Valley (85140, 85143, 85144)
 - 4% from Florence (85132)
 - 3% from Eastmark (85212)



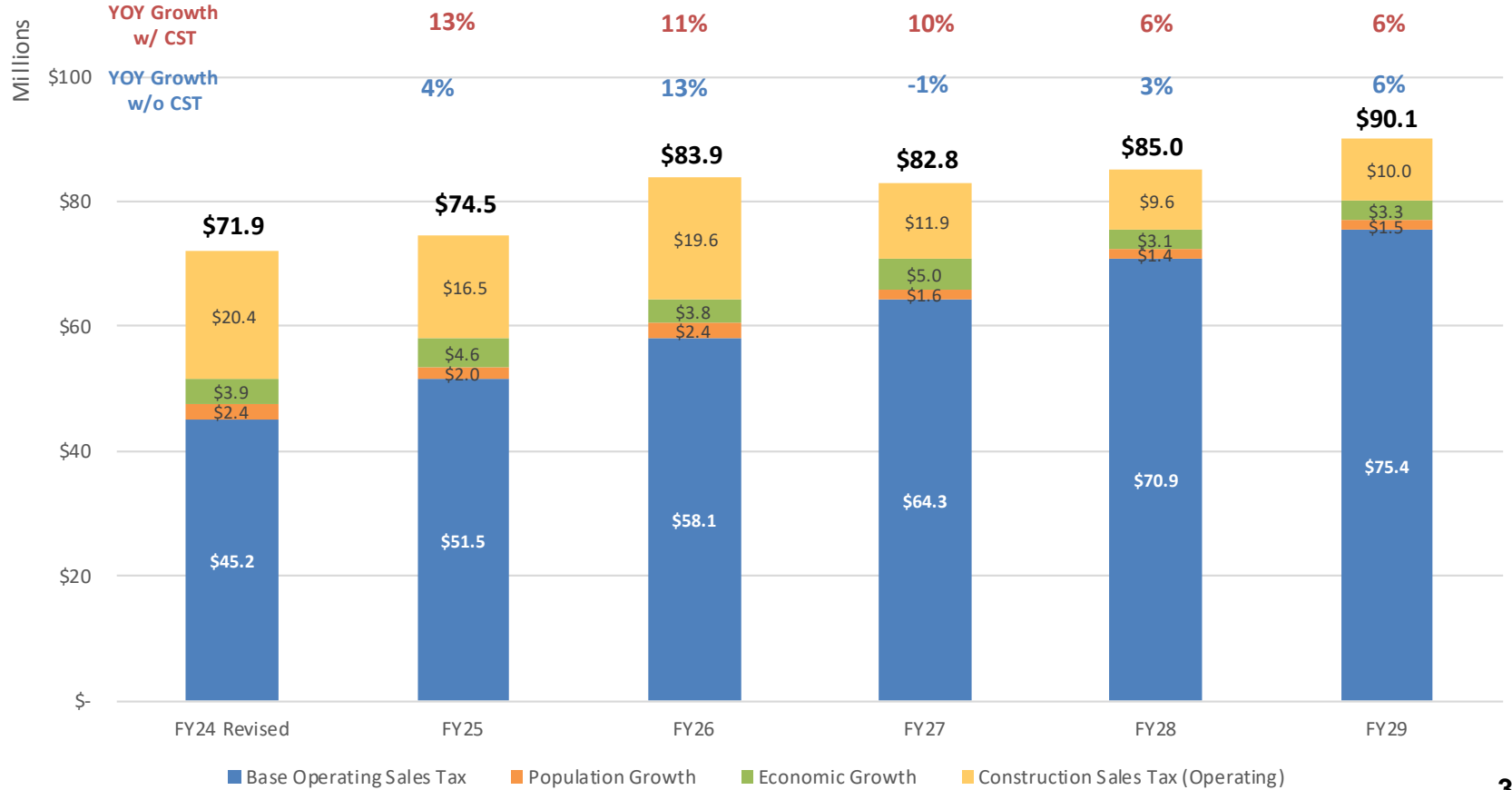
TRENDS IN SALES TAX COLLECTIONS

- Large taxpayers are performing strongly, but some are seeing decreased collections versus prior years
- E-Commerce category is growing similar to prior years, with some taxpayers experiencing very strong growth
- New businesses in town and surrounding areas are impacting the retail sales tax category
 - Decreases due to increased competition
 - Increases due to new businesses coming to town



Category	FY22 YTD	FY23 YTD	FY24 YTD	Increase FY22 to FY23	Increase FY23 to FY24
Top 20 Taxpayers (Not Including E-Commerce)	\$5.3M	\$6.2M	\$8.1M	16%	31%
E-Commerce	\$2.2M	\$2.7M	\$3.4M	26%	25%
All Retail-Related Taxpayers (19,500)	\$11.3M	\$13.3M	\$14.7M	18%	11%

SALES TAX REVENUE COMPOSITION



STATE SHARED REVENUES



- Allocated to QC Per Capita (Per Person)
- QC's Allocations Are Remaining Stable After Legislative Changes in FY 2022-23 and FY 2023-24
 1. State's Revenue is Growing Slower Than The Past Few Years (the Pie)
 2. QC's Share of the Allocation is Increasing (Our Slice of the Pie)
 - QC is One of the Fastest Population Growth Cities
 - Income Taxes Reflect "Reductions from New Laws"

STATE SHARED REVENUE

	FY 22-23 Actual	FY 23-24 Adopted	FY 23-24 Revised	FY 24-25 Budget
Income Tax	\$12.6M	\$18.7M	\$18.8M	\$16.1M
Sales Tax	\$9.8M	\$10.0M	\$10.0M	\$11.0M
Gas Tax (HURF)	\$5.1M	\$5.3M	\$5.2M	\$5.8M
Vehicle License Tax	<u>\$3.5M</u>	<u>\$3.9M</u>	<u>\$3.7M</u>	<u>\$4.1M</u>
Total	\$31.0M	\$37.9M	\$37.7M	\$37.0M
<i>\$ Change from FY 23-24 Adopted</i>			<i>(\$0.2M)</i>	<i>(\$0.9M)</i>
<i>% Change from FY 23-24 Adopted</i>			<i>(1%)</i>	<i>(2%)</i>